Martin Marietta aterials

P.O. Box 30013
Raleigh, North Carolina 27622-0013
Telephone (919) 783-4655
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yvonne.bailey@martinmarietta.com

Yvonne C. Bailey
Associate General Counsel – Environmental

July 11, 2012

Via Overnight Mail

Carolyn McCall
U.S. Environmental Protection Agency
SEIMB 11th Floor
61 Forsyth Street, S.W.
Atlanta, Georgia 30303

RE: Request for Information Pursuant to Section 104 of CERCLA for the 35th Avenue Superfund Site (Site) in and around Birmingham, Jefferson County, Alabama

Dear Ms. McCall:

Please find enclosed the response to the above-referenced Request for Information dated May 21, 2012. This response is being filed on behalf of Martin Marietta Materials, Inc. within the 60 day period. The Request for Information was addressed to American-Marietta Co n/k/a Martin Marietta Materials. American-Marietta Company is not affiliated with nor has it ever been a predecessor, successor, parent or subsidiary of Martin Marietta Materials, Inc. Therefore, Martin Marietta Materials, Inc. cannot respond to this information request on behalf of American-Marietta Company. Upon information and belief, American-Marietta Company merged with Glen L. Martin Company on October 9, 1961, forming Martin Marietta Corporation as the survivor. Martin Marietta Corporation merged into Lockheed Martin Corporation effective January 28, 1996.

Lockheed Martin Corporation may have records on the activities of American Marietta Company because Lockheed Martin Corporation is the ultimate surviving company from the 1961 merger with American Marietta Company and Glen L. Martin Company which created Martin Marietta Corporation. Specifically, Mary P. Morningstar, Associate General Counsel, Environmental, Safety and Health Law and Litigation for Lockheed Martin Corporation located in Bethesda, Maryland, may have additional information on the location of the historic corporate records.

Please do not hesitate to contact me if you have additional questions.

Best Regards,

Yvonne C. Bailey

Enclosures

RESPONSES AND OBJECTIONS BY MARTIN MARIETTA MATERIALS, INC. TO FIRST REQUEST FOR INFORMATION

RE: 35th Avenue Superfund Site, in and around Birmingham, Jefferson County, Alabama

Submitted July 11, 2012

Respondent Martin Marietta Materials, Inc. (hereinafter "Respondent"), pursuant to 40 CFR 22.19(e) [Other Discovery] and Rules 26 and 33 of the Federal Rules of Civil Procedure, hereby serves the following responses to the United States Environmental Protection Agency's First Request for Information pursuant to Section 104(e) of CERCLA dated May 21, 2012 (hereinafter "Information Request").

PRELIMINARY STATEMENT

1. In responding to these Information Requests, Respondent has made an inquiry which is practical and reasonable under the circumstances. Respondent cannot represent that these responses reflect and incorporate all conceivably responsive information that is potentially available. Respondent believes that it has made a good-faith inquiry and has provided responsive information.

2. Respondent expressly reserves the right to amend or supplement its responses and objections to the Information Requests as additional or different information is discovered or developed.

3. Submission of this response shall not be construed in any way as an admission of liability, and more specifically, as an admission that any materials identified in this response have caused or contributed to contamination at the Site.

GENERAL OBJECTIONS

1. Respondent objects to these Information Requests to the extent that they seek disclosure of information subject to the attorney-client privilege, the work product protections afforded by Rule 26(b)(3) of the Federal Rules of Civil Procedure, or any other applicable privilege or immunity. By responding to these Information Requests, Respondent does not waive any privilege or immunity, but instead relies upon such privileges and immunities.

2. Respondent's responses to the Information Requests are made under the EPA Consolidated Rules of Practice and the Federal Rules of Civil Procedure using the ordinary definitions of words contained within the Information Requests. To the extent that the directions or instructions given by the United States Environmental Protection Agency are in conflict with or are inconsistent with the Federal Rules of Civil Procedure, Respondent objects to them.

3. Respondent objects to the Information Requests to the extent that they seek information that is not reasonably calculated to lead to the discovery of admissible evidence.

4. Respondent objects to the Information Requests to the extent that they seek information that is beyond the scope of, or seek to impose obligations beyond those authorized by, the Consolidated Rules of Practice or the Federal Rules of Civil Procedure.

5. Respondent objects to the Information Requests to the extent that they are unduly burdensome and not sufficiently limited in scope.

6. Respondent objects to the Information Requests to the extent that they seek information that is readily available through alternate sources.

7. Respondent is not waiving its right to object to similar requests in the future, including a request to amend or supplement this response.

Subject to the foregoing objections, conditions, assertions of privilege, exemptions from discovery and explanations, which are specifically incorporated by reference into each of the following responses, Respondent herewith responds to the Information Requests.

RESPONDENT INFORMATION AND DEFINITIONS

Definitions are defined in the Information Request. The definitions for "Company", "Facility" and "Respondent" are clarified below.

Company: According to the Information Request, the definition of the term "the Company" means the recipient of the Information Request. The addressee to the Request was "American-Marietta Co n/k/a Martin Marietta Materials." Therefore, any questions referring to "the Company" shall mean "American-Marietta Company".

Facility: According to the Information Request, Facility shall mean the business entity, which is or has ever operated in and around Birmingham, Alabama, at 3431 27th Ave. N, which is located in or around the Site. Therefore, "Facility" as used herein shall be American Marietta Company. Martin Marietta Materials, Inc. has never operated at 3431 27th Ave. N, Birmingham, Alabama.

Respondent: Respondent is Martin Marietta Materials, Inc. Martin Marietta Materials, Inc. is a North Carolina corporation formed on November 12, 1993 and was a wholly owned subsidiary of Martin Marietta Technologies, Inc. at the time of incorporation. On November 12, 1993, Martin Marietta Technologies, Inc. transferred the assets of the construction aggregates and magnesia-based products businesses to Martin Marietta Materials, Inc. See Attachment C. Martin Marietta Technologies, Inc. merged into Martin Marietta Corporation effective January 28, 1996. See Attachment A. Martin Marietta Corporation merged into Lockheed Martin Corporation effective January 28, 1996. See Attachment B. In 1996, Lockheed Martin Corporation disposed of its remaining interest in Martin Marietta Materials, Inc. through a split-off transaction, making Martin Marietta Materials, Inc. a separate and independent entity.

American-Marietta Company is not affiliated with nor has it ever been a predecessor, successor, parent or subsidiary of Martin Marietta Materials, Inc. Therefore, Martin Marietta Materials, Inc. cannot respond to this information request on behalf of American-Marietta Company. Upon information and belief, American-Marietta Company merged with Glen L. Martin Company on

October 9, 1961, forming Martin Marietta Corporation as the survivor. See Attachment F. After the merger, American-Marietta Company. no longer existed. On April 13, 1993, Martin Marietta Corporation changed its name to Martin Marietta Technologies, Inc. See Attachment G.

INFORMATION REQUEST RESPONSES

1. Identify the person(s) responding to these questions on behalf of the Respondent.

Response:

Yvonne C. Bailey
Associate General Counsel
Martin Marietta Materials, Inc.
Post Office Box 30013
Raleigh, NC 27622
Phone: 919/783-4655
Email: yvonne.bailey@martinmarietta.com

2. For every question contained herein, identify all persons consulted in the preparation of responses.

Response:

Ann M. Connick
Assistant Corporate Secretary
Current Business Address:
Martin Marietta Materials, Inc.
Post Office Box 30013
Raleigh, NC 27622
Phone: 919/783-4675

John R. Harman, Jr.
President
Martin Marietta Magnesia Specialties, Inc.
8140 Corporate Drive, Suite 220
Baltimore, MD 21236
Phone: 410-780-5518

Robert W. Edwards
Manager, Natural Resources, Retired
Current Business Address:
Martin Marietta Materials, Inc.
Post Office Box 30013
Raleigh, NC 27622
Phone: 919/783-4555

3. For every question contained herein, identify all documents consulted, examined, or referred to in the preparation of the response that contain information responsive to the question, and provide true and accurate copies of all such documents.

Response: Documents are identified and attached to these Responses to Questions. See chart below.

Attachment	Description	Response to Question Number
A	Maryland Department of Assessments and Taxation Certificate Filed December 4, 1996, certifying that the Articles of Merger merging Martin Marietta Technologies, Inc. into Martin Marietta Corporation, Survivor were received and approved for record on January 26, 1996. http://www.secretary.state.nc.us/corporations/searchresults.aspx?onlyactive=OFF&Words=STARTING&searchstr=martin%20marietta Retrieved from the North Carolina Secretary of State Website on June 26, 2012.	
B	Maryland Department of Assessments and Taxation Certificate Filed December 4, 1996, certifying that the Articles of Merger merging Martin Marietta Corporation into Lockheed Martin Corporation, Survivor were received and approved for record on January 26, 1996. http://www.secretary.state.nc.us/corporations/searchresults.aspx?onlyactive=OFF&Words=STARTING&searchstr=martin%20marietta Retrieved from the North Carolina Secretary of State Website on June 26, 2012.	
C	Transfer and Capitalization Agreement dated November 12, 1993, between Martin Marietta Technologies, Inc., Martin Marietta Investments, Inc., and Martin Marietta Materials, Inc.	
D	Assumption Agreement dated November 12, 1993, between Martin Marietta Technologies, Inc., and Martin Marietta Materials, Inc.	Question No. 5
E	"American-Marietta, Martin Plan Merger," *Chemical & Engineering News*, July 3, 1961.	Question No. 7
F	Articles and Plan of Consolidation Consolidating the Martin Company and American-Marietta Company to Form Martin Marietta Corporation. http://www.secretary.state.nc.us/corporations/searchresults.aspx?onlyactive=OFF&Words=STARTING&searchstr=martin%20marietta Retrieved from the North Carolina Secretary of State Website on June 26, 2012.	Question Nos. 5 & 8
G	Application for Amended Certificate of Authority Filed April 13, 1993, changing the name of Martin Marietta Corporation to Martin Marietta Technologies, Inc. with the North Carolina Secretary of State. http://www.secretary.state.nc.us/corporations/searchresults.aspx?onlyactive=OFF&Words=STARTING&searchstr=martin%20marietta Retrieved from the North Carolina Secretary of State Website on June 26, 2012.	
H	Articles of Incorporation of Martin Marietta Materials, Inc. Filed with the Secretary of State, North Carolina on November 12, 1993.	

4. Provide the name, title, address, and phone number of the individual to whom any future correspondence regarding this matter should be directed:

Response: Yvonne C. Bailey
Associate General Counsel
Martin Marietta Materials, Inc.
Post Office Box 30013
Raleigh, NC 27622
Phone: 919/783-4655

5. Identify the legal entity that would be responsible for the liabilities, if any, of Respondent arising from or relating to any release or threatened release of hazardous substances at the Site, including, but not limited to, successors and individuals.

Response: Upon Respondent's information and belief, none of the liabilities of American Marietta Company were transferred to Respondent when Respondent was incorporated in November 12, 1993. See Attachment D. America Marietta Company ceased to exist in 1961 when it merged with Glen L. Martin Company creating Martin Marietta Corporation as the surviving corporation. See Attachment F.

6. Provide the following information about the Facility:

   a. Dates of operation;
   b. Describe the manufacturing processes;
   c. Summarize the production volumes; and
   d. Describe the use, storage, and disposal of foundry brick or sand.

Response: Respondent does not have any information in its possession in response to this question and does not have any information or documents about the Facility.

7. Provide all information and records for any entities (public and private) including, but not limited to, industrial/commercial manufacturing plants, municipal properties, or residence that may have received fill dirt, foundry brick, or sand, from the Facility. Include the following for any such transaction:

   a. State whether this material contained hazardous substances:
   b. State the location from which any such material originated; and
   c. State the location to which any such materials were taken.

Response: Respondent does not have any information or records in its possession in response to this question. However, Respondent searched the internet for articles on American Marietta Company and discovered that it was described as a "diversified producer of building materials, coating, resins, inks, and other products" and activities in 1961 involved the "production of powdered metals for use in solid rocket fuels." and the production of "high temperature, high strength alloys" which were being evaluated by the Atomic Energy Commission for use in a nuclear powered missile. See Attachment E.

8. List all names under which the Facility or the Company has ever operated and has ever been incorporated. For each name, provide the following information:

   a. Whether the Facility or Company continues to exist, indicating the date and means by which it ceased operations (e.g., dissolution, bankruptcy, sale) if it is no longer in business;
   b. Names, addresses, and telephone numbers of all registered agents, officers, and operations management personnel; and
   c. Names, addresses, and telephone numbers of all subsidiaries, unincorporated division or operating units, affiliates, and parent corporations if any, of the Facility and the Company.

Response: The Facility and Company are American Marietta Company. Respondent does not have any information in its possession in response to this question. Upon information and belief, American Marietta Company merged into Martin Marietta Corporation in 1961 and no longer exists. See Attachment F. American-Marietta Company is not affiliated with nor has it ever been a predecessor, successor, parent or subsidiary of Martin Marietta Materials, Inc.

9. Identify all a) officers of the Facility and the Company; 2) shareholders; and/or 3) members of the board of directors.

Response: The Facility and Company are American Marietta Company. Respondent does not have any information in its possession in response to this question.

10. Provide any RCRA Facility Investigation (RFI) Reports, RCRA Facility Assessments (RFA) Reports, Corrective Measures Studies, Interim Measures Reports, Confirmatory Sampling Reports, Notices of Hazardous Waste Activity, Closure Plans, and Post-Closure Plans, if any, that have been prepared for the Facility or the Company.

Response: None.

11. Identify all federal, state, and local authorities that regulate(d) the Facility's operations dealing with health and safety and environmental concerns during operations conducted at the Facility.

Response: Respondent does not have any information in its possession in response to this question.

12. Provide a list of all local, state, and federal environmental permits ever granted to Facility or the company or obtained on behalf of the Facility or the Company (e.g. RCRA permits, NPDES permits, Air permits, etc.) on any facility or property located near or within the Site, including but not limited to operations at 3431 27th Ave. N.

Response: Respondent does not have any information in its possession in response to this question.

13. Describe all occurrences associated with violations or alleged violations of any environmental laws, citations, and/or malfunctions concerning the Facility or the

Company. Provide copies of all documents associate with such occurrences.

Response: Respondent does not have any information in its possession in response to this question.

14. If production wastes, including floor sweepings, have been disposed onsite in landfills, provide a map marked with the location of any or all such sites, list the chemicals or other items landfilled at each site, and give the dates each site was utilized as a landfill by your company or other companies.

Response: Respondent does not have any information in its possession in response to this question.

15. If the manufacturing processes used on the Site involve the utilization of rinse water, give a description of the equipment and transport mechanisms used to segregate hazardous substances from the water before it is discharged into navigable waters through an outfall permitted by a National Pollution Discharge Elimination System (NPDES) permit. Provide copies of all such permits granted in conjunction with Site operations. Describe the composition of any sludge material recovered from the cleanup processes of such rinse waters; give the means used to transport these sludges to disposal points and list any or all such deposition locations.

Response: Respondent does not have any information in its possession in response to this question.

16. Identify all current and/or past production records kept by the Company and describe the contents of such records. Provide copies of any records still in the Facility or the Company's possession.

Response: None.

17. Identify any and all furnaces and ovens that are or have been used at the Facility or the Company in its operations, and describe the specific type(s) of furnaces and/or ovens.

Response: Respondent does not have any information in its possession in response to this question.

18. Identify all substances including, but not limited to Hazardous Substances that were ground, formulated and/or processed by the Facility.

Response: Respondent does not have any information in its possession in response to this question.

19. If you have reason to believe that there may be persons able to provide a more detailed or complete response to any Question contained herein or who may be able to provide additional responsive documents, identify such persons and the additional information or documents that they may have.

Response: Lockheed Martin Corporation may have records on the activities of American Marietta Company because Lockheed Martin Corporation is the ultimate surviving company from the 1961 merger with American Marietta Company and

Glen L. Martin Company which created Martin Marietta Corporation. Specifically, Mary P. Morningstar, Associate General Counsel, Environmental, Safety and Health Law and Litigation for Lockheed Martin Corporation located in Bethesda, Maryland, may have additional information on the location of the historic corporate records. An internet search revealed the following contact information for Ms. Morningstar on a 2002 USEPA document, but this information has not been verified.

Mary Morningstar
Associate General Counsel
Lockheed Martin
5324 McKinley Street
Bethesda, MD 20814
301-897-6685

ATTACHMENTS

A

A	Maryland Department of Assessments and Taxation Certificate Filed December 4, 1996, certifying that the Articles of Merger merging Martin Marietta Technologies, Inc. into Martin Marietta Corporation, Survivor were received and approved for record on January 26, 1996. http://www.secretary.state.nc.us/corporations/searchresults.aspx?onlyactive=OFF&Words=STARTING&searchstr=martin%20marietta Retrieved from the North Carolina Secretary of State Website on June 26, 2012.	

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STATE OF MARYLAND

D-0090854

FILED

10:11am

DEC 04 1996

EFFECTIVE

JAMES E. FAULKNER
SECRETARY OF STATE
NORTH CAROLINA

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

301 West Preston Street Baltimore, Maryland 21201

I, BRENDA A. WALKER OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT SAID DEPARTMENT, BY THE LAWS OF SAID STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE, RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATE CHARTERS, OR THE RIGHT OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE; AND I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

. FURTHER CERTIFY THAT

ARTICLES OF MERGER MERGING MARTIN MARIETTA TECHNOLOGIES, INC.(MD CORP) INTO MARTIN MARIETTA CORPORATION (MD CORP)-SURVIVOR WERE RECEIVED AND APPROVED FOR RECORD ON JANUARY 26, 1996.(EFFECTIVE DATE: 1-28-1996)

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE THIS 30TH DAY OF OCTOBER, 1996.

BRENDA A. WALKER
ADMIN SPECIALIST II

AT5-031

Maryland Department of Assessments and Taxation

Taxpayer Services Division
301 West Preston Street W Baltimore, MD 21201 (2007 vw1.1)

Taxpayer Services Division

Entity Name: MARTIN MARIETTA TECHNOLOGIES, INC.
Dept ID #: D00131433

General Information **Amendments** Personal Property Certificate of Status

Page 1 of 5

Description	Date Filed	Time	Film	Folio	Pages	View Document	Order Copies
ARTICLES OF MERGER	01/26/1996	09:48-AM	F3785	2112	0004		

ARTICLES OF MERGER OF MARTIN MARIETTA TECHNOLOGIES, INC. (A MD CO RPORATION) INTO MARTIN MARIETTA CORPORATION (A MD CORPORATION) (SURVIVOR) EFFECTIVE DATE 01-28-1996 AT 11:57 P.M.

ARTICLES OF AMENDMENT	04/16/1993	03:35-PM	F3505	425	0003		
ARTICLES OF MERGER	04/02/1993	08:17-AM	F3500	141	0005		

ARTICLES OF MERGER OF CHILD CORPORATION (A MD CORPORATION) INTO MARTIN MARIETTA CORPORATION (A MD CORPORATION) (SURVIVOR) CHANGING ITS NAME TO: MARTIN MARIETTA TECHNOLOGIES, INC.

CHANGE OF R.A.	11/02/1992	09:00-AM	F3459	2469	0002		
CHANGE OF R.A.	05/23/1990	09:21-AM	F3243	485	0002		
ARTICLES OF MERGER	07/31/1989	04:30-PM	F3163	1949	0004		

ARTICLES OF MERGER OF: MARTIN MARIETTA ALUMINUM PROPERTIES INC. (AN UNQUALIFIED DE CORP.) INTO MARTIN MARIETTA CORPORATION (MD CORP.)-SURVIVOR

ARTICLES OF MERGER	06/02/1989	03:56-PM	F3141	2883	0004		

ARTICLES OF MERGER OF ML HOLDING CORP. (UNQUALIFIED- DE) INTO M ARTIN MARIETTA CORPORATION (A MD CORPORATION) (SURVIVOR)

ARTICLES SUPPLEMENTARY	03/13/1989	10:43-AM	F3116	2624	0003		

Link Definition

General Information	General information about this entity
Amendments	Original and subsequent documents filed
Personal Property	Personal Property Return Filing Information and Property Assessments
Certificate of Status	Get a Certificate of Good Standing for this entity

B

B	Maryland Department of Assessments and Taxation Certificate Filed December 4, 1996, certifying that the Articles of Merger merging Martin Marietta Corporation into Lockheed Martin Corporation, Survivor were received and approved for record on January 26, 1996. http://www.secretary.state.nc.us/corporations/searchresults.aspx?onlyactive=OFF&Words=STARTING&searchstr=martin%20marietta Retrieved from the North Carolina Secretary of State Website on June 26, 2012.	

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STATE OF MARYLAND

0-0322009

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FILED

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DEC 04 1996

JANICE H. FAULKNER
SECRETARY OF STATE
NORTH CAROLINA

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

301 West Preston Street Baltimore, Maryland 21201

I, JACQUELINE C JAMES OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT SAID DEPARTMENT, BY THE LAWS OF SAID STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE, RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATE CHARTERS, OR THE RIGHT OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE; AND I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT

ARTICLES OF MERGER MERGING MARTIN MARIETTA CORPORATION (MD CORP) INTO LOCKHEED MARTIN CORPORATION (MD CORP)-SURVIVOR WERE RECEIVED AND APPROVED FOR RECORD ON JANUARY 26, 1996. (EFFECTIVE DATE: 1-28-1996)

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE THIS 1ST DAY OF NOVEMBER, 1996.

Jacqueline C James

JACQUELINE C JAMES
OFFICE SUPERVISOR I

AT5-631

Maryland Department of Assessments and Taxation

Taxpayer Services Division
301 West Preston Street W Baltimore, MD 21201 (2007 vw1.1)

Taxpayer Services Division

Entity Name: MARTIN MARIETTA CORPORATION
Dept ID #: D03541604

General Information **Amendments** Personal Property Certificate of Status

Page 1 of 2

Description	Date Filed	Time	Film	Folio	Pages	View Document	Order Copies
ARTICLES OF MERGER	01/26/1996	09:48-AM	F3785	2576	0005		
ARTICLES OF MERGER OF MARTIN MARIETTA CORPORATION (A MD CORPORATI ON) INTO LOCKHEED MARTIN CORPORATION (A MD CORPORATION) (SURVIV OR) EFFECTIVE DATE 01-28-1996							
ARTICLES OF MERGER	01/26/1996	09:48-AM	F3785	2112	0004		
ARTICLES OF MERGER OF MARTIN MARIETTA TECHNOLOGIES, INC. (A MD CO RPORATION) INTO MARTIN MARIETTA CORPORATION (A MD CORPORATION) (SURVIVOR) EFFECTIVE DATE 01-28-1996 AT 11:57 P.M.							
ARTICLES OF AMENDMENT & RESTATEMENT	06/23/1995	10:13-AM	F3729	2303	0009		
ARTICLES OF MERGER	03/15/1995	11:55-AM	F3700	772	0006		
ARTICLES OF MERGER OF ATLANTIC SUB, INC. (A MD CORPORATION) INTO MARTIN MARIETTA CORPORATION (A MD CORPORATION) (SURVIVOR)							
RESTATEMENT	06/30/1993	02:55-PM	F3528	1106	0027		

ARTICLES OF AMENDMENT WITH NAME CHANGE	04/02/1993	08:18-AM	F3500	148	0002		

AMENDMENT N.C. FROM: PARENT CORPORATION

CONVERTED AMENDMENT	03/30/1993	03:14-PM	F3500	241	0026		

CPO, CRA, CRAA

ARTICLES SUPPLEMENTARY	03/30/1993	02:53-PM	F3528	1134	0002		

Link Definition

General Information	General information about this entity
Amendments	Original and subsequent documents filed
Personal Property	Personal Property Return Filing Information and Property Assessments
Certificate of Status	Get a Certificate of Good Standing for this entity

C

C	Transfer and Capitalization Agreement dated November 12, 1993, between Martin Marietta Technologies, Inc., Martin Marietta Investments, Inc., and Martin Marietta Materials, Inc.	

TRANSFER AND CAPITALIZATION AGREEMENT

TRANSFER AND CAPITALIZATION AGREEMENT (this "Agreement") dated as of November 12, 1993, by and among **MARTIN MARIETTA TECHNOLOGIES, INC.**, a Maryland corporation ("Technologies"), **MARTIN MARIETTA INVESTMENTS, INC.**, a Delaware corporation ("Investments"), and **MARTIN MARIETTA MATERIALS, INC.**, a North Carolina corporation ("Materials").

RECITALS

A. Technologies is a diversified company engaged in, among other businesses, the businesses of quarrying, producing, and selling construction aggregates through its Martin Marietta Aggregates division and certain subsidiaries and in the businesses of producing and selling magnesia-based products through certain subsidiaries (all such subsidiaries being referred to herein as the "Technologies Subsidiaries"). Investments is engaged in, among other businesses, the business of producing and selling magnesia-based products business through a wholly owned subsidiary, Martin Marietta Magnesia Specialties Inc. (the "Magnesia Subsidiary").

B. Technologies and Investments desire to organize Materials as successor to their construction aggregates and magnesia-based products businesses and propose to contribute and transfer to Materials the assets of such businesses (including all of the stock of the Technologies Subsidiaries and the Magnesia Subsidiary) together with the liabilities associated with such businesses, including a portion of the debt of Technologies attributable to the materials businesses to be assumed by Materials pursuant to an Assumption Agreement of even date herewith with Technologies (the "Assumption Agreement"), in exchange for the issuance of the stock of Materials to Technologies and Investments as set forth herein, and for the other considerations set forth herein, and in the related documents and agreements executed in connection with this Agreement.

AGREEMENTS

Now, therefore, in consideration of the premises and the respective agreements hereinafter set forth, the parties, for themselves, their successors, and assigns, hereby agree as follows:

1. *Organization of Materials and Transfer of Assets.*

(a) *Materials Group.* For purposes of this Agreement, the term "Materials Group" shall mean (i) the construction aggregates and magnesia-based products businesses of Technologies and

Investments, including without limitation (a) the construction aggregates business carried out through the Martin Marietta Aggregates division of Technologies, (b) the materials businesses operated by the Technologies Subsidiaries and the Magnesia Subsidiary, (c) the asphalt, ready-mixed concrete and trucking operations of Technologies associated with its construction aggregates business, and (d) divested operations of such businesses, but shall not include (ii) the former International Light Metals Corporation or its business, Master Builders or its business, or any current or divested businesses of Martin Marietta Corporation or its subsidiaries relating to cement, industrial sand, aluminum products, chemicals other than those identified in clause (i), and shall not include (iii) any other businesses not described in clause (i) of this definition.

(b) *Organization of Materials.* Technologies and Investments have organized Materials under the laws of the State of North Carolina. Materials has authorized capital stock consisting solely of 1,000 common shares and 1,000 preferred shares. Technologies and Investments will transfer assets described hereinbelow in exchange for 891 and 109, respectively, of the common shares of Materials. Technologies and Investments hereby give such consent to the use of Materials' name as shall be required to permit the incorporation and qualification of Materials under such name and the use by Materials of such name.

(c) *Transfer of Assets to Materials.* Subject to the terms and conditions of this Agreement and the other agreements and instruments of conveyance contemplated hereunder, Technologies and Investments will convey and transfer to Materials at the closing all of their assets, tangible or intangible, real, personal or mixed (whether liquidated or unliquidated, known or unknown, fixed or contingent, realized or unrealized, accrued or unaccrued, determinable or indeterminable, whether or not reflected on the balance sheets of Technologies or Investments, and whether presently existing or hereafter arising), that are (i) a part of or are used exclusively by the Materials Group, or a part of the business thereof, or (ii) located at any of the sites where the Materials Group conducts business, or (iii) held by or for the exclusive use of the Materials Group, including without limitation all cash balances held in accounts of the Materials Group, notes receivable relating to the Materials Group, the partnership interest of Technologies in Salem Stone, and the capital stock of the Technologies Subsidiaries and the Magnesia Subsidiary, but not including any leasehold or fee simple interest of Technologies in or to the real estate used by the Materials Group in Brunswick County and Onslow County, North Carolina. Technologies and Investments shall at the time of the closing deliver such assets at the locations thereof to Materials. The assets so to be conveyed, transferred, and delivered shall include those assets of the

Materials Group owned by Technologies or Investments at the close of business November 11, 1993.

(d) *Interest Rate Buy-Down Agreement.* In connection with the transfer of assets of the Materials Group by Technologies to Materials and in recognition of the fact that the interest rate payable by Materials in respect of the 8½% Notes due March 1, 1996 (the "Notes"), of Technologies to be assumed by Materials pursuant to the Assumption Agreement is in excess of current market rates, Technologies agrees that within five business days after the due date of each semi-annual payment of interest by Materials in respect of the Notes it shall make a payment of $1,750,000 to Materials. Technologies and Materials hereby expressly agree that the payments to be made by Technologies to Materials pursuant to this Section 1(d) are to be made with the intent and for the purpose of reimbursing Materials for the portion of the interest paid by Materials in excess of market rates in effect on the date hereof, thereby reducing the effective interest rate paid by Materials on the Notes to a rate consistent with market conditions that exist on the date hereof. The parties hereto expressly agree that the obligations of Technologies under this Section 1(d) shall not be reduced by any rights of offset or setoff.

(e) *Consideration for Transfer to Materials and Interest Rate Buydown.* Materials agrees that at the closing, subject to the terms and conditions of this Agreement, and in full consideration for the aforementioned conveyance, transfer, agreement, and delivery to Materials:

(1) Materials will deliver to Technologies a certificate or certificates for 891 shares of Materials' presently authorized common stock, fully paid and nonassessable, registered as directed by Technologies;

(2) Materials will deliver to Investments a certificate or certificates for 109 shares of Materials' presently authorized common stock, fully paid and nonassessable, registered as directed by Investments; and

(3) pursuant to the Assumption Agreement, Materials will assume and agree to pay, perform, and discharge the Assumed Liabilities.

(f) *Instruments of Conveyance and Assumption.* At the closing, Technologies or Investments, as the case may be, will deliver, or cause to be delivered, to Materials (i) such deeds, endorsements, assignments, and other good and sufficient instruments of conveyance and transfer as shall be effective to vest in Materials such ownership interest in the assets of the Materials Group as is held by Technologies or Investments, and (ii) all contracts and commitments, books (including corporate minute and stock books of

the Technologies Subsidiaries and the Magnesia Subsidiary but not of Technologies or Investments), records, and other data relating to the assets, business, and operations of the Materials Group. Simultaneously with such delivery, Technologies and Investments will take all such other steps as may be reasonably required to put Materials in actual possession and operating control of such assets and business of the Materials Group. The transfer of the stock of the Technologies Subsidiaries and Magnesia Subsidiary shall be effected by means of delivery of stock certificates, duly endorsed in blank or accompanied by stock powers duly endorsed in blank in proper form for transfer, by notation on the stock record books of the corporation and, to the extent required by applicable law, by notation on public registries. Also, at the closing, Materials will deliver such instruments of assumption as shall be necessary or reasonably requested by Technologies or Investments to effect the assumption by Materials of the Assumed Liabilities.

(g) *Further Assurances; Consents.*

(i) From time to time, as requested by any party hereto and without further consideration, each other party will execute and deliver, or cause to be executed and delivered, such other instruments of conveyance and transfer and take such other actions, or cause such other actions to be taken, as such party may reasonably deem necessary or desirable more effectively to effect the conveyance and transfer of the property, and the assumption of the liabilities, to be transferred or assumed hereunder and otherwise to effectuate the purposes of this Agreement. To the extent that any transfers contemplated by this Agreement shall not have been consummated on or prior to the closing date, the parties shall cooperate to effect such transfers as promptly following the closing date as shall be practicable.

(ii) Nothing herein or in any deeds, endorsements, assignments, or other instruments of conveyance executed hereunder shall be deemed to require or effect the transfer of any assets or the assumption of any liabilities that by their terms or operation of law cannot be transferred or assumed without necessary consents or approvals; provided, however, that the parties hereto shall cooperate to seek to obtain any such consents or approvals necessary for the transfer and assumption contemplated by this Agreement. Notwithstanding the foregoing, however, no party shall be obligated to pay any consideration (except for filing fees and other ministerial charges) to any third party from whom such consents and approvals are requested or to take any action or omit to take any action, if the taking of such action or such omission would be unreasonably burdensome to the party and its business. In the event that any such transfer of assets or liabilities has not been consummated by the closing date, Technologies or Investments, as the case may be, shall thereafter hold such asset in trust for the use and benefit of Materials (at the expense of Materials) or

retain such liability for the account of Materials, and take such other action as may be reasonably requested by Materials in order to place Materials, insofar as reasonably possible, in the same position as would have existed had such asset or liability been transferred or assumed on the closing date as contemplated hereby. In the event that, as of the closing date, any such asset is unknown, indeterminable, unrealized, contingent, inchoate or not yet in existence, then Technologies or Investments, as the case may be, shall, promptly after such asset shall become known, realized, fixed, or matured, notify Materials of the identity and character of such asset, take such steps, if any, at the expense of Materials, as shall be reasonably necessary to protect and preserve the value of such asset, and, as soon as practicable, take such steps as shall be reasonably requested by Materials to effect the transfer or assignment of such asset to Materials. No party to this Agreement shall be liable to any other party for any delay in making any transfer contemplated by this Agreement or any failure to obtain any consent or approval required in connection with any such transfer (or the termination of any contract, permit, or lease as a result of such failure), provided that such delay, failure or termination was not the result of gross negligence, bad faith or willful misconduct by the party causing such result.

2. *Closing.* The closing of the transactions provided for in Section 1 above, herein called the closing, shall take place at 2710 Wycliff Road, Raleigh, North Carolina, at 10 a.m. on November 12, 1993, or at such place and time as the parties may otherwise agree. The date of the closing is referred to in this Agreement as the closing date.

3. *Representations and Warranties by Transferors.* Technologies and Investments, as applicable, hereby represent and warrant as follows:

(a) *Organization, General Authority.* Each is a corporation duly organized, validly existing, and in good standing under the laws of its state of incorporation, has corporate power to carry on the business of the Materials Group as it is now being conducted, and is duly qualified to do business and is in good standing in each jurisdiction in which the character of the properties owned by it and used by the Materials Group or the nature of the business transacted by the Materials Group makes such qualification necessary.

(b) *Authority Relative to this Agreement.* The execution, delivery, and performance of this Agreement by Technologies and Investments, including, without limitation, the conveyances, transfers, and deliveries contemplated hereby, have been duly and effectively authorized and consented to by all necessary corporate actions.

(c) *Title to Properties.* Immediately after the closing, Materials will have the same ownership interest in the assets of the Materials Group that Technologies or Investments, as applicable, has as of the date hereof, free and clear of any liens, claims, encumbrances, security interests, options, charges or similar restrictions, other than (i) those existing as of the date hereof (none of which secure indebtedness or liabilities not assumed by Materials) and (ii) any arising from acts of Materials. Notwithstanding the foregoing, the parties agree that warranties, if any, regarding real property will be as set forth in each deed delivered by Technologies to convey real property and Technologies' liability for breach of any such warranties shall be limited to the amount of any recovery by Technologies under any title insurance policy or if no title insurance is available, liability shall be limited to $1,000 per deed; provided, however, that Technologies hereby warrants to and covenants with Materials that any real property transferred to Materials (regardless of the warranties included in the deed or other instrument of conveyance) shall, to the extent that Technologies is the beneficiary of title insurance on such property, be transferred free and clear of any defects of title, liens, claims, encumbrances, security interests, options, charges or similar restrictions that are not specifically noted as exceptions in such title insurance policy. The parties also agree that, to the extent permissible, Materials shall have the benefit of any title insurance held by Technologies on any real estate transferred hereunder, regardless of whether the deeds which convey such real estate to Materials contain any title warranties. All personal property is transferred "AS IS." The warranties and covenants set forth in this paragraph (c) with respect to real property shall survive the execution and delivery of the deeds pursuant to which such real property is conveyed to Materials, and such warranties and covenants shall not be merged into, negated, replaced, or superseded by the warranties and covenants, if any, contained in any such deeds.

(d) *Contributed Stock.* The authorized and outstanding capital stock of the Technologies Subsidiaries and the Magnesia Subsidiary as of the date hereof is set forth below:

Subsidiary	Class	Shares Transferred
Central Rock Company	Class A Voting Common Capital Stock	20,000
	Class B Non-Voting Common Capital Stock	180,000
Martin Marietta Aggregates, Inc.	Class I Voting Common	1,003
	Class II Non-Voting Common	26,600

Martin Marietta Magnesia Specialties Inc.	Common Stock	1,000
Standard Magnesia Limited	Ordinary Shares	500
Superior Stone Company	Common Stock	1,000
Concrete Supply Corporation	Capital Stock	125,000
Kaser Corporation	Voting Common Stock, Class B	4,000
Suramericana de Refractarios, C.A.	Class A Common Stock	30,380
Aditivos y Minerales Aminsa, S.A.	Common Stock	3,136

4. *Representations and Warranties by Materials.* Materials hereby represents and warrants:

(a) *Organization and Authority.* It is a corporation duly organized, existing and in good standing under the laws of the State of North Carolina, and the execution of this Agreement by Materials has been duly and effectively authorized by all requisite corporate action.

(b) *Capital Stock.* The authorized capital stock of Materials as of the date hereof consists of 1,000 preferred shares and 1,000 common shares, $.01 par value. The stock of Materials (i) will be, when delivered to Technologies and Investments, validly issued and outstanding, fully paid and nonassessable, (ii) is not subject to any voting trust agreement or other contract or commitment, including any such contract or commitment relating to the voting, dividend rights or disposition of the stock, (iii) has not been issued in violation of, and none of such stock is subject to, any pre-emptive or subscription rights. There are no outstanding warrants, options, agreements, convertible or exchangeable securities or other commitments (other than this Agreement) pursuant to which Materials is or may become obligated to issue, sell, purchase, return or redeem any shares of its capital stock, and there are not any equity securities reserved for issuance for any purpose.

5. *Access to Properties and Records.* Technologies and Investments will give to Materials and to its employees and other representatives full access, during normal business hours throughout the period prior to the closing (and, to the extent necessary to complete the transfers contemplated hereunder, after the closing), to all of their respective properties, books, contracts, commitments, and records relating to the Materials Group; and Technologies and

Investments will furnish to Materials during such period all such information concerning the Materials Group as Materials may reasonably request. Materials will give to Technologies and Investments full access during normal business hours to all of its books and records relating to the Assumed Liabilities, and will furnish such information regarding the Assumed Liabilities as Technologies or Investments may reasonably request. Nothing herein shall permit access to any "classified" information relating to any business with the United States government or any agency thereof.

6. *Bulk Sales Law.* Materials hereby waives compliance by Technologies and Investments with the bulk transfer provisions of the Uniform Commercial Code of any applicable jurisdiction in connection with the transfer to Materials.

7. *Termination of Representations and Warranties.* Except as provided in this paragraph 7, the parties agree that their respective representations and warranties contained in Sections 3 and 4 above shall be terminated and extinguished by the closing under this Agreement. Technologies and Investments agree their representations and warranties contained in paragraph 3(c) that no indebtedness or liabilities (other than those assumed by Materials) are secured by the assets Technologies and Investments transferred to Materials and that property the title to which is insured by title insurance shall be transferred free and clear of restrictions other than those excepted in such title insurance policy shall survive the closing under this Agreement, and Materials agrees that its representations and warranties in Section 4(b) regarding its capital stock shall also survive the closing.

8. *Indemnification.*

(a) By Materials. Materials hereby agrees to indemnify Technologies and Investments and their respective Affiliates (other than the Company and its subsidiaries), including ERISA Affiliates (other than the Company and its subsidiaries), officers, directors, employees, agents and representatives against, and agrees to hold them harmless from, any loss, liability, demand, cause of action, assessment, judgment, award, fine, sanction, penalty, amount paid in settlement, claim, damage or expense (including reasonable legal fees and expenses and the fees and expenses of experts, accountants, appraisers, consultants, witnesses or investigators) to the extent arising from or on account of or in connection with or otherwise with respect to (i) any breach of any covenant, agreement, representation or warranty (to the extent they survive the closing) contained in this Agreement or any schedule, certificate, instrument or other document delivered pursuant hereto, or (ii) any Assumed Liabilities.

(b) By Technologies. Technologies hereby agrees to indemnify Materials and its respective subsidiaries, officers, directors,

employees, agents and representatives against, and agrees to hold them harmless from, any loss, liability, demand, cause of action, assessment, judgment, award, fine, sanction, penalty, amount paid in settlement, claim, damage or expense (including reasonable legal fees and expenses and the fees and expenses of experts, accountants, appraisers, consultants, witnesses or investigators), to the extent arising from or on account of or in connection with or otherwise with respect to (i) any breach of any covenant, agreement, representation or warranty (to the extent they survive the closing) contained in this Agreement or any schedule, certificate, instrument or other document delivered pursuant hereto, or (ii) any Excluded Liabilities.

(c) By Investments. Investments hereby agrees to indemnify Materials and its respective subsidiaries, officers, directors, employees, agents and representatives against, and agrees to hold them harmless from, any loss, liability, demand, cause of action, assessment, judgment, award, fine, sanction, penalty, amount paid in settlement, claim, damage or expense (including reasonable legal fees and expenses and the fees and expenses of experts, accountants, appraisers, consultants, witnesses or investigators), to the extent arising from or on account of or in connection with or otherwise with respect to (i) any breach of any covenant, agreement, representation or warranty (to the extent they survive the closing) contained in this Agreement or any schedule, certificate, instrument or other document delivered pursuant hereto, or (ii) any Excluded Liabilities.

(d) Losses Net of Insurance, Etc.. The amount of any losses for which indemnification is provided under Sections 8(a), (b) or (c) shall be net of any amounts recovered by the indemnified party under insurance policies with respect to such losses and shall be (i) increased to take account of any net tax cost incurred by the indemnified party arising from the receipt of indemnity payments hereunder (grossed up for such increase), (ii) increased to take account of any other costs incurred by the indemnified party in pursuing recovery under insurance policies with respect to such losses, and (iii) reduced to take account of any net tax benefit realized by the indemnified party arising from the incurrence or payment of any such losses.

(e) Indemnification Procedures. Upon receipt by any person entitled to indemnification under this section of actual notice of any loss, claim, or other matter as to which indemnity may be sought under this Agreement, or upon the discovery by any such person of any loss as to which indemnity may be sought under this Agreement, such indemnified party shall notify the indemnifying parties in writing as promptly as is reasonably practicable; provided, however, that failure so to notify the indemnifying parties shall not relieve the indemnifying parties from any liability that the indemnifying parties may have on account of the indemnity contained in this section or otherwise, except to the

extent that the indemnifying parties shall have been materially prejudiced by such failure. The indemnifying parties may and, if requested by the indemnified parties, shall assume the defense of any such loss, claim, or other matter, including the employment of counsel reasonably satisfactory to the indemnified party. Any indemnified party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such indemnified party, unless: (i) the employment of such separate counsel shall have been authorized in writing by the indemnifying parties in connection with the defense of such matter, (ii) the indemnifying parties shall not have engaged counsel reasonably satisfactory to the indemnified party within 10 business days after notice of commencement of such action, suit, claim, or proceeding, or (iii) the named parties to any such claim or action (including any impleaded parties) include such indemnified party and one or more indemnifying parties, and such indemnified party shall have been advised by counsel and reasonably concluded that there may be one or more legal defenses available to it that are different from or in addition to those available to the indemnifying parties that, if the indemnifying parties and the indemnified party were to be represented by the same counsel, could result in a conflict of interest for such counsel or materially prejudice the prosecution of the defenses available to such indemnified party; provided, however, that the indemnifying parties shall not in such event be responsible hereunder for the fees and expenses of more than one firm of separate counsel in connection with any claim or action in the same jurisdiction. The indemnifying parties shall not be liable for any settlement of any loss, claim, action, or other matter effected without their written consent (which consent shall not be unreasonably withheld). The indemnifying parties may pay directly to any third party the amount that would be required to be paid hereunder in respect of any third-party claim or action; provided, however, the indemnifying parties shall not, without the written consent of the indemnified party (which consent shall not be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any pending or threatened action or claim in respect of which indemnification may be sought hereunder (whether or not any indemnified party is a party thereto) unless such settlement, compromise, consent, or termination includes an unconditional release of each indemnified party from all liability arising out of such action or claim.

9. *Definitions*. For all purposes in this Agreement, unless the context plainly requires otherwise, the term "Affiliate" shall have the meaning set forth in Rule 12b-2 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, and the terms "Assumed Liabilities," "Excluded Liabilities," "ERISA Affiliate," and any other capitalized terms not otherwise specifically defined herein shall have the same meaning as set forth in the Assumption Agreement.

10. *Notices.* All notices and other communications required or permitted hereunder or under the Bill of Sale or the Assumption Agreement shall be in writing, shall be deemed duly given upon actual receipt, and shall be delivered (a) in person, (b) by registered or certified mail, postage prepaid, return receipt requested, or (c) by facsimile or other generally accepted means of electronic transmission (provided that a copy of any notice delivered pursuant to this clause (c) shall also be sent pursuant to clause (b)), addressed as follows:

(a) If to Technologies, to:

Martin Marietta Technologies, Inc.
6801 Rockledge Drive
Bethesda, Maryland 20817
Attention: Legal Department

(b) If to Investments, to:

Martin Marietta Investments, Inc.
6801 Rockledge Drive
Bethesda, Maryland 20817
Attention: Legal Department

(c) If to Materials, to:

Martin Marietta Materials, Inc.
2710 Wycliff Road
Raleigh, North Carolina 27607
Attention: Legal Department

11. *Amendments.* The parties hereto, by mutual consent of their respective Boards of Directors, or officers authorized by such Boards, may amend or modify this Agreement, in such manner as may be agreed upon, only by a written instrument executed by each party.

12. *Counterparts.* This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same agreement.

13. *Parties in Interest.* This Agreement shall inure to the benefit of and be binding upon the parties named herein and their respective successors and assigns; nothing in this Agreement is intended to confer upon any other person (other than the parties hereto) any rights or remedies under or by reason of this Agreement.

14. *Governing Law.* This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF the undersigned parties have duly executed this Agreement as of the date first above written.

MARTIN MARIETTA TECHNOLOGIES, INC.

By: _____
Name: FRANK H. MENAKER, JR.
Title: VICE PRESIDENT

MARTIN MARIETTA INVESTMENTS, INC.

By: _____
Name: MARCUS A. IDE
Title: Vice President and Treasurer

MARTIN MARIETTA MATERIALS, INC.

By: _____
Name: Stephen P. Zelnak, Jr.
Title: President

D

D	Assumption Agreement dated November 12, 1993, between Martin Marietta Technologies, Inc., and Martin Marietta Materials, Inc.	Question No. 5

ASSUMPTION AGREEMENT

This Assumption Agreement (this "Agreement") is made as of November 12, 1993, by and between Martin Marietta Technologies, Inc., a corporation organized under the laws of the State of Maryland and having its principal office at 6801 Rockledge Drive, Bethesda, Maryland 20817 ("Technologies"), and Martin Marietta Materials, Inc., a corporation organized under the laws of the State of North Carolina and having its principal office at 2710 Wycliff Road, Raleigh, North Carolina 27607 (the "Company"). Technologies is a wholly owned subsidiary of Martin Marietta Corporation, a corporation organized under the laws of the State of Maryland and having its principal office at 6801 Rockledge Drive, Bethesda, Maryland 20817 ("MMC").

W I T N E S S E T H:

In consideration of the transfer and conveyance of assets by Technologies to the Company pursuant to and as set forth in a Transfer and Capitalization Agreement dated as of November 12, 1993, by and among Technologies, Martin Marietta Investments, Inc. and the Company (the "Transfer Agreement"), and a Bill of Sale and Assignment dated as of November 12, 1993, by and between Technologies and the Company (the "Bill of Sale"), the mutual covenants and agreements of the parties contained therein and herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, Technologies and the Company agree as follows:

1. Materials Group. For purposes of this Agreement, the term "Materials Group" shall have the meaning set forth in the Transfer Agreement. For purposes of this Agreement, the term "Other Businesses" shall mean all businesses of Technologies other than those constituting the Materials Group.

2. Assumption of Debts, Obligations, and Liabilities. The Company does hereby assume, accept, and agree to pay the following debts, obligations and liabilities:

(a) all those debts, obligations, and liabilities of Technologies of any kind, character or description (whether liquidated or unliquidated, known or unknown, fixed or contingent, accrued or unaccrued, determinable or indeterminable, civil or criminal, whether or not reflected or reserved against in the balance sheets, books of account or records of Technologies, and whether presently in existence or arising hereafter) arising out of or relating to the activities or business of the Materials Group, including, without limitation, the following:

(i) all debts, obligations, and liabilities arising out of or in any way related to all written and oral contracts (executed or executory), contract claims, agreements, collective bargaining agreements, instruments, commitments, leases, undertakings, understandings, and purchase and sale orders (collectively, the "Materials Group Contracts") to the extent any such Materials Group Contracts arise out of or relate to the activities or business of the

Materials Group including, without limitation, the Materials Group Contracts assigned to the Company under or pursuant to the Bill of Sale;

(ii) all debts, obligations, and liabilities arising out of or relating to any action, suit, investigation, or proceeding arising out of or relating to the activities, business, or employment practices of the Materials Group or any assets transferred to the Company pursuant to the Transfer Agreement or the Bill of Sale; and

(iii) all debts, obligations, and liabilities arising out of or relating to the application to any existing, past, present, or future conditions or conduct of the business of the Materials Group or the Company of any federal, state, local, or foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, codes, plans, injunctions, permits, concessions, grants, franchises, licenses, agreements, or any other restrictions relating to human health, safety, or the environment, or to emissions, discharges, or releases of or exposures to pollutants, contaminants, hazardous substances, or wastes into the environment (including, without limitation, ambient air, surface water, ground water, facilities, structures, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, hazardous substances, or wastes, or the investigation, clean-up, or remediation

thereof), including but not limited to (1) liability under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Clean Water Act, the Safe Drinking Water Act, the Clean Air Act, the Toxic Substances Control Act, the Mine Safety and Health Act, and the Occupational Safety and Health Act of 1970 (as these statutes now exist or as they may be amended from time to time), or any analogous local, state or federal law (whether now in force or enacted after the date hereof), (2) response or remedial actions, (3) personal injury, wrongful death, economic loss, or property damage claims, (4) claims for damage to natural resources, (5) violations of law, (6) facilities design or access thereto, or (7) any other cost, loss, or damage with respect thereto;

(b) all those debts, obligations, and liabilities of Technologies or any of its ERISA Affiliates under all Benefit Arrangements to the extent that such debts, obligations, or liabilities relate to or arise out of service with the Materials Group by employees (whether active or inactive) of the Materials Group as of the date hereof, retirees of the Materials Group, and persons whose employment with the Materials Group terminated prior to the date hereof and who were not employed immediately thereafter by Technologies or any of its ERISA Affiliates (collectively, the "Materials Group Employees") other than pension and retiree medical liabilities associated with individuals covered by the Martin

Marietta Corporation Pension Plan for Salaried and Hourly Employees of Inactive Commercial Divisions; and

(c) all payment obligations of Technologies (including principal, interest, and premium, if any, and including all fees, costs, and expenses with respect to such obligations) in respect of:

(i) $125 million aggregate principal amount of the 9½% Notes due 1995 of Technologies;

(ii) $100 million aggregate principal amount of the 8½% Notes due 1996 of Technologies;

(iii) Non-Negotiable Promissory Note dated June 20, 1991, of Technologies (formerly, Martin Marietta Corporation) in the aggregate principal amount of $5,576,156.07 payable to Barrow-Gwinnett Stone Company, as assigned to Susan M. Whyte and Maurice Whyte, Jr., as Tenants in Common, pursuant to the Assignment dated December 26, 1991;

(iv) Mortgage dated July 3, 1991, of Technologies (formerly, Martin Marietta Corporation) in the aggregate principal amount of $30,000.00 payable to Ernest Wulfkuhle and Frances Wulfkuhle;

(v) Deferred purchase price payment obligations in the aggregate amount of $750,000.00 under the Asset Purchase Agreement dated as of April 20, 1990, between McKee Quarries Company and Technologies;

(vi) Deferred purchase price payment obligations in the aggregate amount of $3,211,556.25 under the

Asset Purchase Agreement dated April 1992, by and among Culpeper Stone Company, Inc., the shareholders of Culpeper Stone Company, Inc. and Technologies; and

(vii) Deferred purchase price payment obligations in the aggregate amount of $134,693.16 under the Land Contract dated March 15, 1990, between Nels Herman Andersen and Opal Andersen and All-Spec Sand & Gravel Co., Inc.

The obligations of Technologies referenced in this Section 2(c) are referred to in this Agreement collectively as the "Debt Instruments."

3. Employee Benefit Matters.

(a) The Company agrees to take all action required or appropriate to provide immediately after the date hereof and, subject to legal and plan requirements, continuing for such period as the Company may determine in its discretion (such discretionary determinations to be made by the Company in its business capacity and not as a fiduciary of any employee benefit plan), on substantially the same terms and conditions provided on the date hereof, each of the benefits provided under all Benefit Arrangements to or for the benefit of Materials Group Employees. With the consent of the Benefit Arrangement sponsor, the Company may where appropriate, participate in Benefit Arrangements sponsored by Technologies or any of its ERISA Affiliates in accordance with the terms of those Benefit Arrangements as determined by the sponsor. The Company agrees to pay all premiums

or other costs relating to such coverage of Materials Group Employees. The Company agrees to take all action required or appropriate to continue the participation of Materials Group Employees in any Multiemployer Plans in which they currently are participating after the date hereof to the extent required by those plans and the relevant collective bargaining agreements, and to pay all premiums, contributions, withdrawal liability, if any, and other costs relating to the Materials Group Employees' participation in those Multiemployer Plans. Any such person employed by the Materials Group on the date hereof shall receive credit for all services and compensation with Technologies or its ERISA Affiliates and any of their predecessors prior to the date hereof for all purposes under the Benefit Arrangements, to the same extent such services and compensation are recognized thereunder immediately prior to the date hereof.

(b) The parties agree to take all action required, where appropriate, to cause the Company to be designated as a participating employer or an employing company under all Benefit Arrangements that are sponsored by Technologies or any of its ERISA Affiliates and that cover Materials Group Employees. So long as the Materials Group remains an ERISA Affiliate of Technologies or MMC, to the extent the Company does not participate in Benefit Arrangements sponsored by Technologies or its ERISA Affiliates, the Company agrees to act in accordance with relevant regulatory and legal standards and to cooperate with Technologies or other ERISA Affiliates in such compliance.

(c) For purposes of this Agreement, "Benefit Arrangements" shall mean all "employee benefit plans," as defined in Section 3(3) of ERISA, including Multiemployer Plans, and all other salary, compensation, payroll practices, retirement, pension, profit sharing, workers' compensation, life, health, hospitalization, savings, bonus, deferred compensation, incentive compensation, severance pay, flexible benefits, disability, vacation, sick leave, and fringe benefit plans, individual employment and severance contracts and other policies and practices of Technologies or of any of its ERISA Affiliates providing employee or executive compensation or benefits to Materials Group Employees or Non-Materials Group Employees (as defined in Section 4 of this Agreement), as the case may be. For purposes of this Agreement, "ERISA Affiliate" shall mean any entity that would be a member of a "controlled group" or "affiliated service group," within the meaning of Sections 414(b), (c), (m) or (o) of the Internal Revenue Code of 1986, of which Technologies is a member. For purposes of this Agreement, "Multiemployer Plan" means a "multiemployer plan" as defined in Section 3(37) of ERISA.

All debts, obligations and liabilities of Technologies assumed by the Company in Section 2 of this Agreement and the agreements and undertakings made by the Company in this Section 3 are herein referred to collectively as the "Assumed Liabilities."

4. Excluded Debts, Obligations, and Liabilities. Notwithstanding anything contained herein to the contrary, the Assumed Liabilities shall not include:

(a) all those debts, obligations, and liabilities of Technologies of any kind, character or description (whether liquidated or unliquidated, known or unknown, fixed or contingent, accrued or unaccrued, determinable or indeterminable, civil or criminal, whether or not reflected or reserved against in the balance sheets, books of account or records of Technologies, and whether presently in existence or arising hereafter) arising out of or relating to activities or business of the Other Businesses, including, without limitation, the following:

(i) all debts, obligations, and liabilities arising out of or in any way related to all written and oral contracts (executed or executory), contract claims, agreements, collective bargaining agreements, instruments, commitments, leases, undertakings, understandings, and purchase and sale orders to the extent they arise out of or relate to the activities or business of the Other Businesses including, without limitation, contracts not assigned to the Company under or pursuant to the Bill of Sale;

(ii) all debts, obligations, and liabilities arising out of or relating to any action, suit, investigation, or proceeding arising out of or relating to the activities, business, or employment practices of the Other Businesses or any assets of the Other Businesses; and

(iii) all debts, obligations, and liabilities arising out of or relating to the application to any existing, past, present, or future conditions or conduct of the Other

Businesses of any federal, state, local, or foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, codes, plans, injunctions, permits, concessions, grants, franchises, licenses, agreements, or any other restrictions relating to human health, safety, or the environment, or to emissions, discharges, or releases of or exposures to pollutants, contaminants, hazardous substances, or wastes into the environment (including, without limitation, ambient air, surface water, ground water, facilities, structures, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, hazardous substances, or wastes, or the investigation, clean-up, or remediation thereof), including but not limited to (1) liability under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Clean Water Act, the Safe Drinking Water Act, the Clean Air Act, the Toxic Substances Control Act, the Mine Safety and Health Act, and the Occupational Safety and Health Act of 1970 (as these statutes now exist or as they may be amended from time to time), or any analogous local, state or federal law (whether now in force or enacted after the date hereof), (2) response or remedial actions, (3) personal injury, wrongful death, economic loss, or property damage claims, (4) claims for damage to natural

resources, (5) violations of law, (6) facilities design or access thereto, or (7) any other cost, loss, or damage with respect thereto; and

(b) all those debts, obligations, and liabilities of Technologies or any of its ERISA Affiliates (other than the Company and its subsidiaries) under all Benefit Arrangements to the extent that such debts, obligations, or liabilities relate to or arise out of service with the Other Businesses by employees (whether active or inactive) of the Other Businesses as of the date hereof, retirees of the Other Businesses, and persons whose employment with the Other Businesses terminated prior to the date hereof and who were not employed immediately thereafter by Technologies on behalf of the Materials Group (collectively, the "Non-Materials Group Employees"), including but not limited to pension and retiree medical liabilities associated with individuals covered by the Martin Marietta Corporation Pension Plan for Salaried and Hourly Employees of Inactive Commercial Divisions.

All debts, obligations, and liabilities of Technologies that are referenced in and thereby excluded by this Section 4 and the agreements and undertakings made by Technologies in Section 3 are referred to as the "Excluded Liabilities."

5. Performance by the Company. The Company agrees to faithfully perform, pay, discharge and satisfy the Assumed Liabilities, to be bound by all representations, warranties, covenants, stipulations, and agreements under or relating to the

Assumed Liabilities and to otherwise honor the Assumed Liabilities in accordance with their respective terms.

6. Debt Instruments. Technologies agrees to notify the Company in writing (i) of the date and amount of each payment required under the Debt Instruments, (ii) promptly upon receiving written notice from or on behalf of any holder of the Debt Instruments that any payment other than a regularly scheduled payment of principal or interest is due under the Debt Instruments, and (iii) promptly upon receiving any other written notice required or permitted to be given under the Debt Instruments. Technologies represents and warrants to the Company that it is not in default under any of the Debt Instruments, and that the execution of this Agreement and the compliance by Technologies with the terms of this Agreement will not constitute an event of default under the Debt Instruments.

7. Agreement Binding; Third Party Beneficiaries. This Agreement shall be binding upon the Company's and Technologies' successors and assigns and shall inure to the benefit of the Company's and Technologies' successors and assigns. Technologies and the Company hereby confirm that it is their intention that Continental Bank, National Association, in its capacity as trustee in respect of the 9½% Notes due 1995 of Technologies and the 8½% Notes due 1996 of Technologies, and any successor trustee or trustees to Continental Bank, National Association (the "Trustees"), and each of the other parties to the obligations of Technologies assumed by the Company pursuant to Section 2(c) of

this Agreement, be third-party beneficiaries of the assumption and acceptance by the Company of the payment obligations of Technologies referenced in Section 2(c) of this Agreement, and it is hereby agreed that the Trustees, on behalf of the holders of the 9⅛% Notes due 1995 of Technologies and the 8⅛% Notes due 1996 of Technologies, and the other parties to the obligations of Technologies assumed by the Company pursuant to Section 2(c) of this Agreement, shall be entitled to bring a cause of action directly against the Company for any failure of the Company to make any payment of principal, interest, or premium, if any, or any fees, costs, and expenses with respect to such obligations, assumed by the Company hereunder. Other than as expressly set forth in this Section 7, it is not the intention of Technologies or the Company that any other person be a third-party beneficiary of the assumption and acceptance by the Company of the debts, obligations, and liabilities hereunder.

8. Waiver of Rights of Offset or Setoff. The parties hereto expressly agree that the obligations of the Company and Technologies under this Agreement, the Transfer Agreement, the Bill of Sale, or any other contract, promissory note, or agreement entered into pursuant to this Agreement, the Transfer Agreement, or the Bill of Sale shall not be reduced by any rights of offset or setoff, and the parties hereto hereby expressly waive any such rights of offset or setoff.

9. Further Assurances. The parties hereto shall execute and deliver, or cause to be executed and delivered, such further

additional instruments, agreements, assurances and other documents, and shall take such other actions, or cause such other actions to be taken, as may be necessary or advisable to evidence, carry out or effectuate the provisions of this Agreement.

10. Tax Sharing Agreement. If any provision of this Agreement shall conflict with any provision of the Tax Sharing Agreement to be entered into between the Company and MMC, the provisions of the Tax Sharing Agreement shall govern.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to the conflict of laws and principles thereof.

IN WITNESS WHEREOF, Technologies and the Company have signed this Assumption Agreement under seal as of the day and year first above written.

ATTEST: MARTIN MARIETTA TECHNOLOGIES, INC.

Lillian M. Doggett By: _____ (SEAL)

ATTEST: MARTIN MARIETTA MATERIALS, INC.

_____ By: _____ (SEAL)

E

E	"American-Marietta, Martin Plan Merger," *Chemical & Engineering News*, July 3, 1961.	Question No. 7

Pantasote Moves into Vinyl Copolymers

PVC producer also has developed a new vinyl film for use in sound absorbent tile

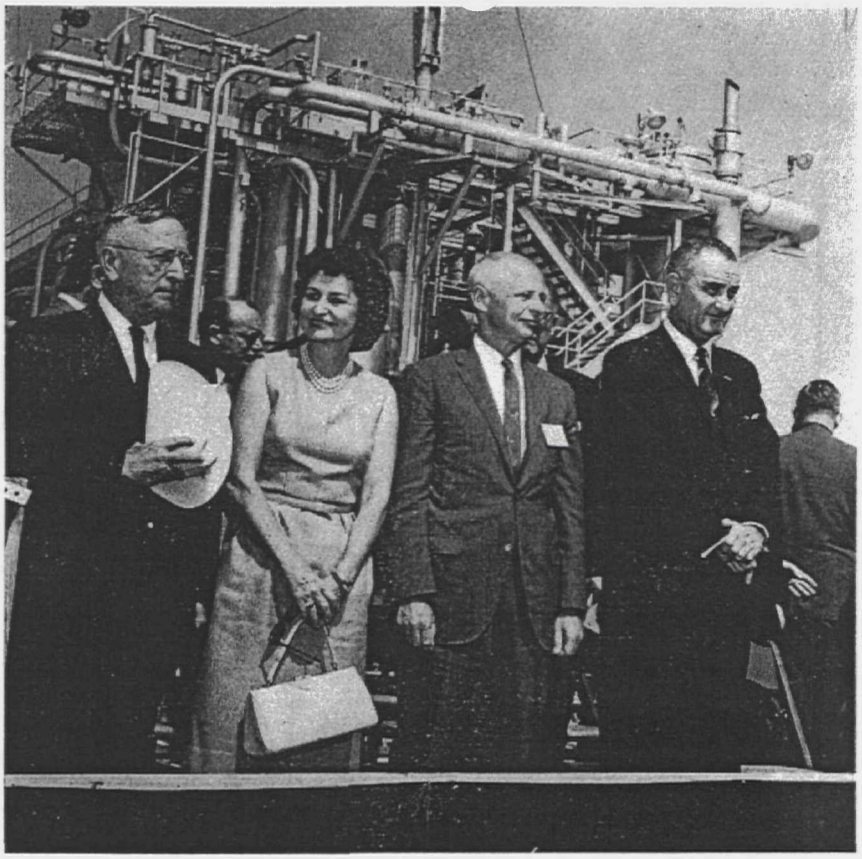
Pantasote Co. is joining the ranks of the vinyl copolymer producers. The Passaic, N.J., firm plans to aim its output at the phonograph record market, a market that now consumes an estimated 45 to 50 million pounds of copolymer annually. Although the company has not revealed the composition of its copolymer, the types usually used for records consist of 85% vinyl chloride and 15% vinyl acetate.

The move into copolymers puts Pantasote into a highly competitive area of the vinyl business. But company chairman Charles A. Wyman feels that it will raise the company's output of resins by at least 10% a year. Pantasote has two years of pilot plant work on copolymers under its belt and plans to set up a new sales organization specializing in the products. Contracts to supply the material to major recording companies are now being negotiated, the firm says.

New Film. Meanwhile, Pantasote has developed a new vinyl film for use in sound absorbent tile. The move is a natural for the company, which has long made vinyl films for uses ranging from upholstery fabrics to wall coverings.

The new copolymer and the new film are both part of a two-year, $3 million expansion program. Also included in the program are a $1.2 million calendering line at the company's Passaic plant and construction of a new headquarters building.

Pantasote has produced polyvinyl chloride films and resins for many years. Last year it spent $1.9 million to raise its PVC capacity to 50 million pounds a year. But like other vinyl resin producers, it has suffered from price competition. Last year, its sales totaled $8.5 million, a shade below 1959's dollar volume. But net income plummeted from $516,000 to $39,000. Mr. Wyman is confident, however, that the company's net profit picture will improve over the next few years as a result of the present expansion program. Since 1956, when sales were $4.4 million, the company's investment in plant and equipment has grown from $1.4 million to $6 million; this year, it should pass $7 million.



Saline Water Plant Gets VIP Send-Off

Dedication of the Office of Saline Water's first demonstration plant at Freeport, Tex., drew people from industry and government—among them Rep. Clark Thompson (D.-Tex.) on the left, Mrs. Lyndon Johnson, Carl A. Gerstacker of Dow Chemical, and Vice President Johnson. At the White House, President Kennedy touched a button that started the flow of product water with less than 10 p.p.m. dissolved solids. The long-tube vertical distillation process used at the plant starts with sea water containing 35,000 p.p.m. dissolved salts. Chicago Bridge & Iron built the plant, Stearns-Rogers Mfg. Co., of Denver, manages it for the Office of Saline Water, and Dow Chemical supplies the steam to operate it and buys half the product water for 30 cents per 1000 gallons. The city of Freeport pays 40 cents per 1000 gallons for the other half. Design capacity is 1 million gallons of fresh water a day at a cost of about $1.00 per 1000 gallons.

American-Marietta, Martin Plan Merger

American-Marietta, diversified producer of building materials, coatings, resins, inks, and other products, and Martin Co. a maker of missiles and electronic devices, plan to merge. Shareholders of both companies will vote on the proposed consolidation in the near future.

If the merger goes through, a new company will be formed. Terms call for A-M stockholders to exchange each share of A-M common stock for one share of the new company. Martin stockholders would get 1.3 shares of the new company for each Martin share.

A-M's present activities in the missile field include production of powdered metals for use in solid rocket fuels. It also makes high temperature, high strength alloys. The Atomic Energy Commission is now evaluating an A-M alloy for use in the nuclear powered SLAM missile. Martin is prime contractor on the Titan intercontinental ballistic missile, also produces nuclear fuel elements and does R&D on nuclear power systems.

American-Marietta's net income for the three months ended May 31 was just under $3.5 million, up from $3.4 million in the company's fiscal second quarter in 1960. Cash flow, at $10.2 million, was up 9% from the 1960 second quarter.

New High-Purity Silicon Plant Goes into Production

Dow Corning is now operating its new $2 million high-purity silicon plant at Hemlock, Mich. Capacity of the plant is 25,000 pounds a year. Both polycrystalline silicon and float-zoned single crystal are being produced. Here, Dow technicians are making single crystal silicon in the zone refining unit. Single crystal from the zone refiner is used in rectifiers, control rectifiers or power switches, and transistors. Dow Corning officially entered the high purity silicon market last year (C&EN, Sept. 12, 1960, page 31). The plant uses a modified Siemens-Westinghouse process and is operated by the company's Hyper-Pure Silicon division.

BRIEFS

International Salt Co. will acquire **Pfeiffer's Food Prdoucts, Inc.**, a Buffalo, N.Y., maker of salad dressings. It will be International Salt's first diversification from salt production.

Thiokol's Elkton, Md., division has received a $492,000 **Air Force** contract for continued research on high energy solid propellants.

Clark Bros. Co., part of **Dresser Industries,** has added **Mitsubishi Zosen,** Tokyo, Japan, to its network of licensed overseas manufacturers. Mitsubishi Zosen will make Clark centrifugal and motor-driven reciprocating compressors.

Cryogenics, Inc., is now offering commercial calibration and testing services for devices used at low temperatures at its new laboratory in Stafford, Va.

The U.S. Tariff Commission reports that U.S. production of tars (coal tar, water-gas tar, and oil-gas tar) increased 6% from 669 million gallons in 1959 to 709 million gallons in 1960. Consumption in 1960 was 721 million gallons. Output of industrial and specification grade benzene reached 457 million gallons last year, compared with 347 million gallons the year before. Sales of benzene were 377 million gallons, valued at $118 million in 1960. In 1959, sales of benzene were 330 million gallons, valued at $96 million gallons, valued at $118 million in amounted to 274 million gallons, down from 1959. Sales of toluene, however, increased from 167 million gallons in 1959 (worth $33 million) to 200 million gallons in 1960 (worth $39 million).

U.S. production of surface-active agents increased 1.5% last year over 1959, according to a new report from the **U.S. Tariff Commission.** Output in 1960 reached 1.53 billion pounds. Of last year's total output, anionic materials accounted for 70%, or 1.07 billion pounds. Sales of anionic materials were 1.05 billion pounds. Production of nonionic materials in 1960 totaled 423 million pounds; sales reached 319 million pounds. Production of cyclic surfactants reached 977 million pounds and output of acyclic surfactants reached 550 million pounds in 1960.

NEW FACILITIES

Hydrocarbon Research says the oxygen plant it plans to build at Houston, Tex., will have a capacity of 730 tons per day. The plant, to cost $6.5 million, will supply oxygen and high-purity nitrogen to **Tenneco Chemical's** new petrochemical complex on the Houston Ship Channel (C&EN, June 26, page 25).

Allied Chemical's General Chemical Division is now producing fluorinated hydrocarbon refrigerants and aerosol propellants in a new plant at its Elizabeth, N.J., works. According to Allied, the plant's capacity is well over 10,000 tons per year.

Catalytic Construction of Canada, Ltd., will build **Polymer Corp.'s** polybutadiene plant in Sarnia, Ont. Completion is planned before the end of 1962. Output is expected to be 20,000 tons a year (C&EN, March 20, page 38).

Texas Gas Corp. has completed a modification of its Winnie, Tex., plant for producing 500 barrels per day of benzene concentrate.

The **New York State Office of Atomic Development** plans to establish a 3500-acre Western New York Nuclear Serv-

ice Center in northern Cattaraugus County. The center will be used for storage of atomic energy fuels, by-products, and waste and for related industrial development. The center will be owned by the state and operated by an industrial contractor.

Chemical Products Corp. has started construction of a new plant at Cartersville, Ga., to produce sodium silicates.

Northo Chemical Co., a new producer of chemicals based on fats, has started production at its plant at Painesville, Ohio.

Arabol Mfg. Co., a producer of adhesives, has opened a new plant in Portland, Ore.

Arkansas Chemicals, Inc., has gone on stream with a 30 million pound-per-year bromine plant near El Dorado, Ark. Arkansas Chemicals is jointly owned by **Great Lakes Chemical Corp.** and **Houston Chemical Corp.**

Borden Chemical Co. has dedicated its new research laboratory in Springfield, Ore., designed and built by **Austin Co.** The new lab will work on adhesives and synthetic resins for the forest products industry.

Houston Chemical has installed a high-purity nitrogen unit at its Beaumont, Tex., tetraethyllead plant, now under construction. **Louis DeMarkus Corp.,** Buffalo, N.Y., supplied the unit.

Haveg Industries, Inc., Wilmington, Del., has started production of corrosion resistant plastic equipment for the pulp and paper industry. Included items are: washer hoods, ducts, fans, mixers, and scrubbers.

U.S. Steel Corp. has placed a new tar distillation plant into operation in Clairton, Pa. The plant will replace existing facilities for coal chemicals.

Linde Co. has awarded a contract to **Chemical Construction Corp.** to design and erect the hydrogen synthesis section of its liquid hydrogen plant near Fontana, Calif. (C&EN, Dec. 12, 1960, page 27). The plant will supply 21 tons per day of liquefied hydrogen to west coast rocket development centers under a $31 million contract with the **National Aeronautics and Space Administration.**

Copolymer Rubber & Chemical Corp., Baton Rouge, La., is now producing butadiene by the **Dow** catalyst process, boosting its capacity by 50%. The new Dow catalyst unit, designed and constructed by **Foster Wheeler Corp.,** is part of a $5 million expansion that includes an expanded power plant and a new styrene-butadiene rubber production line. SBR production of the plant has been raised from 95,000 to 133,000 long tons per year.

F&M Scientific Corp., New Castle, Del., has moved into a new office building at Avondale, Pa. The company's research and manufacturing operations will be transferred from New Castle to Avondale about Sept. 1.

...EK'S PRICE CHANGES

June 26, 1961

Advances

	Current	Previous
4, Aminobenzene-4 prime sulfonic acid, lb.*	$ 1.27	$ 1.15
p-Aminophenol, lb.*	1.25	1.15
2-Aminotoluene-5-sulfonic acid, sod., lb.*	0.75	0.70
Casein, Argentine, lb.	0.19½	0.18½
Cleve's acid 1, 7, lb.*	2.42	2.20
p-Naphthionic acid, lb.*	2.00	1.80
Potassium chloride, chemical grade, ton†	31.00	29.00

Declines

Acetone, lb.:		
tank cars	$ 0.07	$ 0.08
c.l., drums	0.09½	0.10½
l.c.l., drums	0.11	0.12
Agar agar, No. 1 Kobe, lb.	2.75	2.95
Gum turpentine, So., gal	0.24	0.25
Linalyl acetate, lb.	2.57	2.65
Muriate of potash, K_2O, coarse, ton (revised):		
July–August shipment	21.90	22.80
Sept.–Oct. shipment	22.50	23.40
Nov.–Jan. '62 shipment	23.10	24.00
Feb.–June '62 shipment	24.90	25.80
Tall oil, rosin, cwt.	10.55	11.15
Triethylenetetramine, tanks, lb.	0.46	0.49

* Effective July 1
† Effective August 1

Union Carbide's Research Institute staff has been consolidated in a new laboratory in Eastview, N.Y. The new building is on a 280-acre site with Carbide's technical service laboratory, which was opened last November.

C&EN PROGRESS REPORT — EXPANSION IN THE CHEMICAL INDUSTRY

Here are companies making news last month, adding to the chemical process industries by . . .

PLANNING . . .

Company and Site	*Plant or Unit*	*Remarks*
American Viscose Corp. Undisclosed location	Avicel microcrystalline cellulose	Production for market testing and initial consumer distribution, chiefly in low calorie foods. Completion scheduled about the end of the year
Borden Chemical Co. Geismar, La.	Methanol and vinyl acetate monomer	25 million gallons per year of methanol, 50 million pounds per year of monomer. Cost is $15 million. To be built by United Engineers & Constructors

F

F	Articles and Plan of Consolidation Consolidating the Martin Company and American-Marietta Company to Form Martin Marietta Corporation. http://www.secretary.state.nc.us/corporations/searchresults.aspx?onlyactive=OFF&Words=STARTING&searchstr=martin%20marietta Retrieved from the North Carolina Secretary of State Website on June 26, 2012.	Question Nos. 5 & 8

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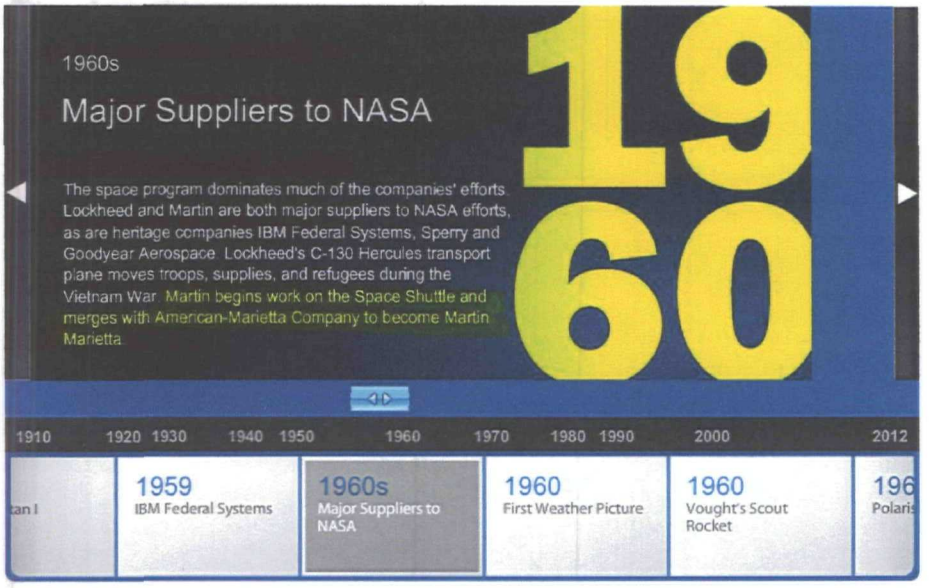

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#4426
10/18/61

ARTICLES AND PLAN OF CONSOLIDATION

CONSOLIDATING

THE MARTIN COMPANY AND AMERICAN-MARIETTA COMPANY

TO FORM

MARTIN-MARIETTA CORPORATION

ARTICLES AND PLAN OF CONSOLIDATION

CONSOLIDATING

THE MARTIN COMPANY AND AMERICAN-MARIETTA COMPANY

TO FORM

MARTIN-MARIETTA CORPORATION

Articles and Plan of Consolidation, entered into this 9th day of October, 1961, between The Martin Company, a Maryland corporation, and American-Marietta Company, an Illinois corporation.

ARTICLE I

The corporations which are parties to these Articles and Plan of Consolidation are The Martin Company (hereinafter called "Martin"), a corporation, having capital stock, organized and existing under the laws of the State of Maryland, and American-Marietta Company (hereinafter called "A-M"), a corporation, having capital stock, organized and existing under the laws of the State of Illinois. Martin and A-M have agreed, pursuant to requisite authority, to consolidate and thereby form a new corporation. The terms and conditions of the consolidation and the mode of carrying the same into effect shall be as herein set forth.

ARTICLE II

The name of the new corporation, resulting from the said consolidation, shall be "Martin-Marietta Corporation" (hereinafter called "Corporation"), and shall be formed under the laws of the State of Maryland.

ARTICLE III

Martin was incorporated on December 5, 1928, under the general statutes of the State of Maryland authorizing the formation of corporations. A-M was incorporated on September 12, 1930, under the general statutes of the State of Illinois, authorizing the formation of business corporations. A-M is qualified to do business in the State of Maryland, having so qualified on November 28, 1955.

ARTICLE IV

The charter of the Corporation shall be as stated in this ARTICLE IV:

FIRST: **Name.** The name of the corporation (which is hereinafter called "Corporation") is Martin-Marietta Corporation.

SECOND: **Period of Duration.** The period of duration of the Corporation is perpetual.

THIRD: **Purposes, Objects and Powers.** The purposes for which the Corporation is formed and the business or objects to be carried on and promoted by it are as follows:

Clause (1). To engage in and carry on the business of creating, developing, manufacturing, testing, transporting and making ready for use all kinds of missiles, electronics, electronic devices and substances, spacecraft, defense equipment and systems, and nuclear reactors and devices, and modifying, repairing, altering, licensing, buying, selling and dealing in all such articles and other property of every kind and character used in connection therewith.

Clause (2). To engage in and carry on the business of manufacturing, repairing altering, using, licensing, buying, selling and dealing in and with vehicles of all kinds, engines, motors, machinery, in-

struments, parts, equipment, appliances, devices, articles and materials of all kinds for use on or in connection therewith and the manufacture thereof.

Clause (3). To manufacture, buy, sell and deal in and with limestone, lime, concrete, concrete admixtures, cement, magnesite, brick, tile, refractories, asphalt, mortar, and products thereof; pipes, tubes, conduits and fittings, building materials and products thereof; chemicals; paints, pigments, coatings, finishes, resins and adhesives; shot, grit and metal powders; agricultural, road building, pipe laying, pulverizing, dust collecting and other machinery and equipment; mops, polishes, cleaners and waxes; and any and all other similar or related products.

Clause (4). To engage in and carry on the business of importing, exporting, manufacturing, producing, buying, selling and otherwise dealing in and with, goods, wares, and merchandise of every class and description.

Clause (5). To engage in and carry on any other business which may conveniently be conducted in conjunction with any of the business of the Corporation.

Clause (6). To buy, quarry, mine, grow, manufacture, process, own, invest in, sell, mortgage, pledge, lease, assign, transfer or otherwise deal in or with goods, wares, merchandise, supplies, materials, trees, crops, minerals, parts, machinery, equipment, products and other personal property of every kind, class and description.

Clause (7). To purchase, lease, hire or otherwise acquire, hold, own, develop, improve and dispose of, and to aid and subscribe toward the acquisition, development or improvement of real and personal property and rights and privileges therein, suitable or convenient for any of the business of the Corporation.

Clause (8). To purchase, lease, hire or otherwise acquire, hold, own, construct, erect, improve, manage and operate, and to aid and subscribe toward the acquisition, construction or improvement of, plants, mills, factories, works, buildings, machinery, equipment and facilities and any other property or appliances which may appertain to or be useful in the conduct of any of the business of the Corporation.

Clause (9). To acquire all or any part of the good will, rights, property and business of any person, firm, association or corporation heretofore or hereafter engaged in any business similar to any business which the Corporation has the power to conduct, and to hold, utilize, enjoy and in any manner dispose of, the whole or any part of the rights, property and business so acquired, and to assume in connection therewith any liabilities of any such person, firm, association or corporation.

Clause (10). To apply for, obtain, purchase, or otherwise acquire, any patents, copyrights, licenses, trade marks, trade names, rights, processes, formulas, and the like, which may seem capable of being used for any of the purposes of the Corporation; and to use, exercise, develop, grant licenses in respect of, sell and otherwise turn to account, the same.

Clause (11). To acquire by purchase, subscription or otherwise, and to hold, sell, assign, transfer, exchange, lease, mortgage, pledge, or otherwise dispose of, any shares of stock of, or voting trust certificates for any shares of stock of, or any bonds or other securities or evidences of indebtedness issued or created by, any other corporation or association, organized under the laws of the State of Maryland or of any other state, territory, district, colony or dependency of the United States of America, or of any foreign country; and while the owner or holder of any such shares of stock, voting trust certificates, bonds, or other obligations, to possess and exercise in respect thereof any and all the rights, powers, and privileges of individual holders, including the right to vote on any shares of stock so held or owned; and upon a distribution of the assets or a division of the profits of the Corporation, to distribute any such shares of stock, voting trust certificates, bonds or other obligations, or the proceeds thereof, among the stockholders of the Corporation.

Clause (12). To issue shares of its stock of any class, in the manner permitted by law, to raise money for any of the purposes of the Corporation, or in payment for property purchased, or for any other lawful consideration.

Clause (13). To borrow or raise money for any of the purposes of the Corporation and to issue bonds, debentures, notes or other obligations of any nature, and in any manner permitted by law, for money so borrowed or in payment for property purchased, or for any other lawful consideration, and to secure the payment thereof and of the interest thereon, by mortgage upon, or pledge or conveyance or assignment in trust of, the whole or any part of the property of the Corporation, real or personal,

including contract rights, whether at the time owned or thereafter acquired, and to sell, pledge, discount or otherwise dispose of such bonds, notes or other obligations of the Corporation for its corporate purposes.

Clause (14). To aid in any manner any corporation or association, any bonds, or other securities or evidences of indebtedness of which, or shares of stock in which, are held by or for the Corporation, or in which, or in the welfare of which, the Corporation shall have any interest, and to do any acts or things designed to protect, preserve, improve, or enhance the value of, any such bonds or other securities or evidences of indebtedness, or such shares of stock, or any property of the Corporation.

Clause (15). To guarantee the payment of dividends upon any shares of stock of, or the performance of any contract by, any other corporation or association and to endorse or otherwise guarantee the payment of the principal and interest, or either, of any bonds, debentures, notes, securities, or other evidences of indebtedness created or issued by any other corporation or association.

Clause (16). To carry out all or any part of the foregoing objects as principal, factor, agent, contractor, or otherwise, either alone or through or in conjunction with any person, firm, association or corporation, and in any part of the world, and, in carrying on its business and for the purpose of attaining or furthering any of its objects and purposes, to make and perform any contracts and to do any acts and things, and to exercise any powers suitable, convenient or proper for the accomplishment of any of the purposes herein enumerated or incidental to the powers herein specified, or which at any time may appear conducive to or expedient for the accomplishment of any of such purposes.

Clause (17). To carry out all or any part of the aforesaid purposes, and to conduct its business in all or any of its branches in any or all states, territories, districts, colonies and dependencies of the United States of America and in foreign countries; and to maintain offices and agencies in any or all states, territories, districts, colonies and dependencies of the United States of America and in foreign countries.

It is the intention that the objects and purposes specified in the foregoing clauses of this subdivision THIRD shall not, unless otherwise specified herein, be in any wise limited or restricted by reference to, or inference from, the terms of any other clause of this or any other article in this charter, but that the objects and purposes specified in each of the clauses of this subdivision THIRD shall be regarded as independent objects and purposes. It is also the intention that said clauses be construed both as purposes and powers; and generally, that the Corporation shall be authorized to exercise and enjoy all other powers, rights, privileges granted to, or conferred upon, corporations of this character, by the laws of the State of Maryland, and the enumeration of certain powers as herein specified is not intended as exclusive of, or as a waiver of, any of the powers, rights or privileges granted or conferred by the laws of said state now or hereinafter in force.

FOURTH: Principal Office and Resident Agent. The post office address of the place in which the principal office of the Corporation in the State of Maryland is located is 10 Light Street, Baltimore, Maryland. The Resident Agent of the Corporation is Clarence W. Miles, whose post office address is 10 Light Street, Baltimore, Maryland; said Resident Agent is a citizen of the State of Maryland and actually resides therein.

FIFTH: Directors. The number of Directors of the Corporation shall be eighteen (18), which number may be increased or decreased pursuant to the By-Laws of the Corporation but which never shall be less than five (5); and the names of the directors who shall act until their successors are duly chosen and qualified are:

William B. Bergen	Leigh R. Gignilliat, Jr.	Clarence W. Miles	Alexander B. Royce
George M. Bunker	Grover M. Hermann	John E. Parker	Duncan M. Spencer
William A. Burns	H. N. Huntzicker	Robert E. Pflaumer	John L. Sullivan
William J. Cabaniss	J. Clifford Knochel	Everett H. Pixley	
John F. Donoho	Ray L. Oughton	W. Trent Ragland, Jr.	

SIXTH: Authorized Shares of Stock. The total number of shares of stock of all classes which the Corporation has authority to issue is 40,380,000 shares, divided into 380,000 shares of 4½% Cumulative Preferred Stock of the par value of $100 per share and 40,000,000 shares of Common Stock of the par value of $1 per share. The aggregate par value of all shares having par value of all classes is $78,000,000.

A description of each class with the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and qualifications of each class is as follows:

4½% Cumulative Preferred Stock

1. *Dividends.*

The holders of 4½% Cumulative Preferred Stock (hereinafter called "Preferred Stock") shall be entitled to receive, when and as declared by the Board of Directors, dividends at the rate of 4½% of the par value thereof per year, and no more. Such dividends shall be cumulative from the first day of the month in which the Corporation comes into existence and shall be payable quarterly on the first days of January, April, July and October in each year. The Corporation shall not declare or pay any dividend or make any distribution on the Common Stock or on any other class of stock ranking as to dividends or assets subordinate to the Preferred Stock, other than dividends and distributions (herein called "unrestricted stock dividends and distributions") paid or made solely in Common Stock or another class of stock of the Corporation ranking as to dividends and assets subordinate to the Preferred Stock, and neither the Corporation nor any subsidiary of the Corporation shall make any payment or apply any of its assets to purchase or redeem any Common Stock or any other class of stock of the Corporation ranking as to dividends or assets on a parity with or subordinate to the Preferred Stock, unless at the time dividends for all past quarterly dividend periods and the then current quarterly dividend period on all outstanding shares of Preferred Stock have been paid, or declared and set aside for payment, in full and unless, after giving effect to such action, the sum of

(a) the aggregate amounts declared and paid or payable as dividends or distribution (other than unrestricted stock dividends and distributions) on all shares of stock of all classes of the Corporation subsequent to the date on which it came into existence; plus

(b) the excess of the aggregate amounts applied to, or set apart for, the purchase or redemption of shares of Common Stock or any other class of stock of the Corporation ranking as to dividends or assets subordinate to the Preferred Stock subsequent to the date on which the Corporation came into existence over the net cash proceeds or fair value (as determined by the Corporation's board of directors) of property received by the Corporation subsequent to that date as consideration for the issuance or delivery of Common Stock or any other class of stock of the Corporation ranking as to dividends and assets subordinate to the Preferred Stock

will not exceed the consolidated net income (determined in accordance with generally accepted accounting principles) of the Corporation and its subsidiaries (if any) subsequent to November 30, 1961 plus $45,000,000.

2. *Liquidation.*

In the event of voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders of Preferred Stock shall be entitled to receive in cash from the assets of the Corporation (whether capital or surplus), prior to any payment to the holders of Common Stock or of any other class of stock of the Corporation ranking as to assets subordinate to the Preferred Stock, the sum of $100 for each share thereof, plus an amount equal to accrued and unpaid dividends thereon computed to the date at which payment thereof is made available (whether or not earned or declared), plus, if the liquidation, dissolution or winding up is voluntary, a premium of $5 per share. A consolidation or merger to which the Corporation shall be a party shall not be deemed a liquidation of the Corporation within the meaning of this paragraph.

3. *Redemption and Purchase.*

The Corporation may, at its option, redeem all, but not less than all, the shares of Preferred Stock outstanding at any time after October 1, 1964, at a price equal to $105 per share plus an amount equal to accrued and unpaid dividends thereon computed to the date fixed for redemption (whether or not earned or declared). Notice of such redemption shall be given to the holders of record of the Preferred Stock by mailing such notice at least 30 and not more than 60 days before the redemption date to such holders at their addresses appearing on the books of the Corporation. The Corporation, upon mailing such notice or irrevocably authorizing the bank or trust company hereinafter mentioned to mail the same, may deposit an amount equal to the redemption price with a bank or trust company in Chicago, Illinois having a combined capital and surplus reported in its last published report in excess of $5,000,000 to be held in trust for payment to the holders of Preferred Stock at any time after such deposit. Upon such deposit, or if no deposit is made, then from and after the date fixed for redemption (unless the Corporation shall default in paying the redemption price), the Preferred Stock shall cease to be outstanding and the holders thereof shall cease to be stockholders with respect thereto. All shares of Preferred Stock redeemed or purchased by the Corporation, whether through the sinking fund hereinafter provided for or otherwise, shall be cancelled and shall not be reissued.

4. *Voting Rights.*

The holders of shares of the Preferred Stock shall have no right to vote and shall not be entitled to notice of any meeting of stockholders of the Corporation or to participate in such meeting, except as required by law or as herein otherwise expressly provided. If at any time the Corporation shall have failed (a) to pay, or declare and set apart for payment, dividends on the Preferred Stock and such default (whether or not in respect of consecutive dividends) shall be in an aggregate amount equal to four quarterly dividends on all outstanding shares of Preferred Stock, or (b) to set aside or apply, when required, the sinking fund hereinafter provided for, then in any such event, the number of directors of the Corporation shall forthwith be automatically increased by the smallest number that will be not less than one-third of the total number of directors after giving effect to such increase. The holders of Preferred Stock shall have the right, voting as a class, to elect such additional directors at a special meeting of the holders of Preferred Stock, which shall be called by the Secretary of the Corporation upon demand of the holders of 10% or more of the outstanding shares thereof, and at each subsequent annual meeting of stockholders of the Corporation until such time as dividends payable for all past quarterly dividend periods and the then current quarterly dividend period on all outstanding shares of Preferred Stock shall have been paid, or declared and set apart for payment, in full, and the Corporation shall have set aside an amount equal to all arrearages in the sinking fund and applied the same to the redemption of Preferred Stock as provided in paragraph 7, at which time the terms of the additional directors elected by the holders of Preferred Stock shall terminate, the number of directors shall be correspondingly reduced, and the voting rights of the holders of Preferred Stock shall cease, subject to revesting in the event of each additional default in payment of dividends in an amount equal to four quarterly dividends or in setting aside or applying the sinking fund as aforesaid.

5. *Action by the Corporation Requiring Approval of Preferred Stock.*

The Corporation shall not, without the affirmative vote or written consent of the holders of at least two-thirds of the then outstanding shares of Preferred Stock:

(1) By charter amendment or in a merger or consolidation or in any other manner: (a) increase the number of authorized or outstanding shares of Preferred Stock, or (b) decrease the par value of shares of Preferred Stock, or (c) effect an exchange or reclassification of any outstanding shares of Preferred Stock, or a cancellation of any of such shares except upon purchase or redemption thereof, or (d) change the designations, preferences, qualifications, limitations, restrictions or special or relative rights of the Preferred Stock, or (e) change the outstanding shares of Preferred Stock into the same or a different number of shares of any other class of stock, or (f) create any shares of stock of any other class, or any obligations, exchangeable for or convertible into shares of Preferred Stock, or (g) create or authorize or permit to

be outstanding any kind of stock, or any obligations or other securities exchangeable for or convertible into any kind of stock, having rights or preferences prior or superior to, or on a parity with, the Preferred Stock, or increase the rights or preferences of any class of stock having rights or preferences prior or superior to, or on a parity with, the Preferred Stock, or (b) cancel or otherwise affect dividends on the Preferred Stock which have accrued but have not been paid, or

(2) Issue or sell any shares of Preferred Stock (including shares acquired through the sinking fund) or of any class of stock ranking as to dividends or assets prior to or on a parity with the Preferred Stock or in any other manner increase the number of outstanding shares of Preferred Stock or of any class of stock ranking as to dividends or assets prior thereto or on a parity therewith.

6. *Merger or Consolidation.*

In the event of any merger or consolidation of the Corporation any holder of Preferred Stock shall be entitled to receive payment in cash of the amount to which he would then be entitled upon a voluntary liquidation of the Corporation unless by the terms of the merger or consolidation he is entitled to shares or securities (which may be his shares of Preferred Stock) of the corporation resulting from the merger or consolidation which have a relative position and priority and rights and preferences as to other classes of capital stock of such corporation at least equal to those of the Preferred Stock immediately before the merger or consolidation.

7. *Sinking Fund.*

So long as any shares of Preferred Stock are outstanding, the Corporation shall, not later than October 1 in 1962 and in each year thereafter, set aside as a sinking fund for retirement of the Preferred Stock the amount of $1,150,000; provided, however, that the Corporation may credit against such amount the par value of any shares of Preferred Stock theretofore acquired by it otherwise than through the sinking fund and not previously used as the basis for such a credit, and provided further that the Corporation may omit provision for the sinking fund in any year with written consent of the holders of all shares of Preferred Stock then outstanding. The Corporation shall not declare or pay any dividend or make any distributions on the Common Stock or any other class of stock ranking as to dividends or assets subordinate to the Preferred Stock other than unrestricted stock dividends and distributions, and neither the Corporation nor any subsidiary of the Corporation shall make any payment or apply any of its assets to purchase or redeem any Preferred Stock (other than through the sinking fund) or any Common Stock or any other class of stock of the Corporation ranking as to dividends or assets on parity with or subordinate to the Preferred Stock, at a time when the Corporation is in default in respect of the sinking fund herein provided for.

The Corporation shall apply the sinking fund within 45 days after the setting aside thereof to the redemption of Preferred Stock at a sinking fund redemption price equal to the par value thereof plus an amount equal to accrued and unpaid dividends computed to the date fixed for redemption (whether or not earned or declared). The shares of Preferred Stock to be redeemed through the sinking fund shall be selected by lot or other equitable method; provided, however, that the holder of any share so selected shall have the right, by written notice given to the Corporation prior to the redemption date, to substitute for redemption any other share of Preferred Stock held of record by him on the redemption date; and further provided that the Corporation may, with the written consent of the holders of all shares of Preferred Stock then outstanding, redeem through the sinking fund shares of Preferred Stock which prior to the redemption date are surrendered to it for such redemption without regard to the method or equity of the selection thereof. The procedure for giving notice of redemption and the effect of depositing the redemption price shall be the same in the case of sinking fund redemptions under this paragraph as in the case of an optional redemption under paragraph 3.

Common Stock

Each outstanding share of Common Stock shall be entitled to one vote on each matter submitted to a vote at a meeting of stockholders. In all elections for directors every holder of Common Stock

shall have the right to vote, in person or by proxy, the shares owned of record by him, for as many persons as there are directors to be elected and for whose election he has a right to vote, but he shall have no right to cumulative voting.

SEVENTH: **Provisions Defining, Limiting and Regulating Powers.** The following provisions are hereby adopted for the purpose of defining, limiting and regulating the powers of the Corporation and the Directors and Stockholders, subject, however, to the provisions, conditions and restrictions set forth in subdivision SIXTH hereof:

Clause (1). The Board of Directors of the Corporation is hereby empowered to authorize the issuance from time to time of shares of its stock of any class, whether now or hereafter authorized, and securities convertible into shares of its stock of any class, whether now or hereafter authorized, for such considerations as said Board of Directors may deem advisable, subject to such limitations and restrictions, if any, as may be set forth in the by-laws of the Corporation.

Clause (2). No holders of shares of stock of the Corporation of any class shall have any preemptive or other right to subscribe for or purchase any part of any new or additional issue of stock of any class or of securities convertible into stock of any class, whether now or hereafter authorized or whether issued for money, for a consideration other than money or by way of dividend.

Clause (3). The Board of Directors shall have the power, from time to time, to determine whether any, and if any, what part, of the surplus of the Corporation shall be declared in dividends and paid to the stockholders; and to direct and determine the use and disposition of any of such surplus. The Board of Directors may in its discretion use and apply any of such surplus in purchasing or acquiring any of the shares of the stock of the Corporation, or any of its bonds or other evidences of indebtedness, to such extent and in such manner and upon such lawful terms as the Board of Directors shall deem expedient.

Clause (4). The Corporation reserves the right to make from time to time any amendments of its charter which may now or hereafter be authorized by law, including but not restricted to, any amendments changing the terms of any class of its stock by classification, reclassification or otherwise.

Clause (5). Notwithstanding any provision of law requiring any action to be taken or authorized by the affirmative vote of the holders of a designated proportion of the shares of stock of the Corporation, or to be otherwise taken or authorized by vote of the stockholders, such action shall be effective and valid, except as otherwise required by provisions of this charter relating to the Preferred Stock, if taken or authorized by the affirmative vote, at a meeting, of the holders of a majority of the total number of shares outstanding and entitled to vote thereon.

EIGHTH: **By-Laws.** The Board of Directors shall have the power, at any regular or special meeting thereof, to make and adopt by-laws, or to amend, alter or repeal any by-laws of the Corporation. The by-laws may contain any provision for the regulation and management of the affairs of the Corporation not inconsistent with law or the provisions of this charter.

NINTH: **Inspection of Records by Stockholders.** The Board of Directors shall have power to determine from time to time whether and to what extent and at what times and places and under what conditions and regulations the books, records, accounts, and documents of the Corporation, or any of them, shall be open to the inspection of stockholders, except as otherwise provided by law or by the by-laws; and, except as so provided no stockholders shall have any right to inspect any book, record, account or document of the Corporation unless authorized so to do by resolution of the Board of Directors.

TENTH: **Compensation of Members of Board of Directors and Committees thereof.** The Board of Directors in its discretion may allow, in and by the by-laws of the Corporation or by resolution, the payment of expenses, if any, to members for attendance at each regular or special meeting of the Board of Directors or of any committee thereof, and the payment of reasonable compensation to such members for their services as members of the Board of Directors, or any committee thereof, and shall fix the basis and conditions upon which such expenses and compensation shall be paid. Any member of the Board of Directors or of a committee thereof, also may serve the Corporation in any other capacity and receive compensation therefor in any form.

ELEVENTH: **Indemnification of Officers and Directors.** Each director and each officer of the Corporation, and his heirs, executors and administrators shall be indemnified by the Corporation against all costs and expenses reasonably incurred by him for advice or assistance concerning, or in connection with the defense of, any civil, criminal, administrative, or other claim, action, suit or proceeding in which he may become involved, or with which he may be threatened, by reason of his being, or having been, a director or officer of the Corporation or by reason of his serving or having served any corporation, trust, committee, firm or other organization as director, officer, employee, trustee, member or otherwise at the request of the Corporation, whether or not he continues to be a director or officer at the time of incurring such costs or expenses, except costs and expenses incurred in relation to matters as to which such director or officer shall have been derelict in the performance of his duty as such director or officer.

For the purposes of this subdivision ELEVENTH, a director or officer shall conclusively be deemed not to have been derelict in the performance of his duty as such director or officer

(a) in a matter which shall have been the subject of a claim, suit, action or proceeding to which he was a party disposed of by adjudication on the merits, unless he shall have been finally adjudged in such claim, action, suit or proceeding to have been derelict in the performance of his duty as such director or officer, or

(b) in a matter not falling within (a) next preceding if either all disinterested members of the Board of Directors or a committee of disinterested stockholders of the Corporation (excluding therefrom any director or officer) selected as hereinafter provided, shall determine that he is not derelict.

The selection of the committee of stockholders provided above may be made by unanimous action of the disinterested directors or, if there be no disinterested director or directors, by the chief executive officer of the Corporation, provided that not less than three (3) stockholders shall be selected in any case. A director or stockholder shall be deemed disinterested in a matter if he has no interest therein other than as a director or stockholder of the Corporation, as the case may be. The foregoing shall not constitute exclusive tests as to dereliction and no determination as to dereliction shall be questioned on the ground that it is made otherwise than as provided above. The Corporation may pay the fees and expenses of the stockholders or directors, as the case may be, incurred in connection with making a determination as above provided.

The foregoing indemnification shall include reimbursement of all costs and expenses reasonably incurred in settling any such claim, action, suit or proceeding or in satisfaction of any related judgment, fine or penalty, when the so doing appears to be for the best interests of the Corporation, and shall be in addition to any rights to which any director or officer may otherwise be entitled as a matter of law or otherwise.

TWELFTH: **Informal Action by Board of Directors or Committees thereof.** Any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting, if a written consent to such action is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

ARTICLE V

A. The total number of shares of all classes which Martin has authority to issue is 12,000,000 shares of Common Stock without par value.

B. The total number of shares of all classes which A-M has authority to issue is 29,200,000 divided into two classes as follows:

25,000,000 Common Shares of the par value of $2 per share, and

4,200,000 Class B Common Shares of the par value of $2 per share.

The aggregate par value of all such shares is $58,400,000.

ARTICLE VI

Upon the effective date of the consolidation, the authorized Capital Stock of the Corporation shall be 40,380,000 shares divided into 380,000 shares of 4½% Cumulative Preferred Stock of the par value of $100 per share and 40,000,000 shares of Common Stock of the par value of $1 per share. As a result of the consolidation, the Common Stock of Martin and the Common Shares of A-M issued and outstanding on the effective date of the consolidation will be converted into like stock of the Corporation; the Class B Common Shares of A-M issued and outstanding on the effective date of the consolidation will be converted into 380,000 shares of 4½% Cumulative Preferred Stock of the par value of $100 per share; and the holders of the warrants of Martin issued and outstanding on the effective date of the consolidation will be entitled to purchase shares of Common Stock of the Corporation of the par value of $1 per share for each warrant so held, all as hereinafter more specifically set forth:

A. As to the stock and warrants of Martin:

1. Each share of Common Stock, without par value, shall be converted into 1.3 shares of Common Stock of the Corporation, of the par value of $1 per share; provided, however, that holders of certificates of Martin's Common Stock will not be entitled to receive certificates for fractional shares of the Common Stock of the Corporation.

2. Each warrant to purchase a Current Stock Unit, now consisting of 2.10 shares of the said Common Stock of Martin, without par value, shall entitle the holder thereof to purchase a Current Stock Unit consisting of 2.73 shares of Common Stock of the Corporation, of the par value of $1 per share.

B. As to the stock of A-M:

1. The Class B Common Shares outstanding on the effective date of the consolidation shall be converted into 380,000 shares of 4½% Cumulative Preferred Stock of the Corporation of the par value of $100 per share.

2. Each Common Share shall be converted into one share of Common Stock of the Corporation, of the par value of $1 per share.

Except as hereinabove set forth no other consideration shall be paid, transferred or issued by the Corporation for shares of Common Stock and warrants of Martin or for shares of A-M.

ARTICLE VII

The principal office of Martin in the State of Maryland is located in Baltimore County. The principal office of A-M in the State of Maryland is located in Baltimore City, (not located in any county). Martin owns property, the title to which could be affected by the recording of an instrument among the land records in the following counties of the State of Maryland: Baltimore County and Anne Arundel County. A-M owns property, the title to which could be affected by the recording of an instrument among the land records, in the following counties of the State of Maryland: Allegany County, Howard County and Washington County, and in Baltimore City (not located in any county).

ARTICLE VIII

The Articles and Plan of Consolidation were duly advised by the Board of Directors and approved by the stockholders of Martin in the manner and by the vote required by the laws of the State of Maryland and by the charter of Martin.

ARTICLE IX

The Articles and Plan of Consolidation were duly advised, authorized and approved in the manner

and by the vote required by the charter of A-M and by the laws of the State of Illinois, under which A-M was organized.

ARTICLE X

Upon the effective date of the consolidation:

A. The separate existences of Martin and A-M shall cease.

B. All the property, rights, privileges, powers and franchises of Martin and of A-M, of whatever nature and description, of a public as well as of a private nature, shall be transferred to, vest in and devolve upon the Corporation without further act or deed; and all property, rights, privileges, powers and franchises, and all and every other interest of Martin and of A-M shall be thereafter as effectually the property of the Corporation as they were of Martin and of A-M.

ARTICLE XI

On and after the effective date of the consolidation:

A. All debts, obligations, liabilities and duties of Martin and of A-M shall thenceforth attach to the Corporation, and may be enforced against it to the same extent as if said debts, obligations, liabilities and duties had been incurred or contracted by it; and any claim existing or action or proceeding pending by or against either Martin or A-M may be prosecuted to judgment or decree as if the consolidation had not taken place, or the Corporation, upon the motion of the Corporation or of any party, may be substituted as a party in place of Martin or A-M, as the case may be, and any such judgment or decree against Martin or A-M shall constitute a lien upon the property of the Corporation;

B. The title to any real estate shall not revert or be in any way impaired by reason of the consolidation, but all rights of creditors and all liens upon any property of Martin or A-M shall be preserved unimpaired. Nothwithstanding the provisions of Article X hereof, confirmatory deeds, assignments or other like instruments, when deemed desirable to evidence such transfer, vesting or devolution of any property, right, privilege or franchise, may at any time, or from time to time, be made and delivered in the name of Martin or A-M, as the case may be, by the last acting officers thereof, or by the corresponding officers of the Corporation.

ARTICLE XII

Anything herein contained to the contrary notwithstanding, the proposed consolidation herein set forth may be abandoned at any time prior to the effective date of consolidation, (i) by either Martin or A-M, by resolution of its Board of Directors, if the conditions of that Company's obligations, as set forth in the Agreement of Consolidation between the two companies dated as of August 1, 1961, are not satisfied, or (ii) by Martin and A-M, each acting by its Board of Directors, by mutual consent, for any reason; and the proposed consolidation shall be deemed abandoned if the closing provided for in said Agreement of Consolidation is not held on or before December 31, 1961.

ARTICLE XIII

The consolidation referred to herein shall become effective upon the issuance of a certificate of consolidation by the Secretary of State of the State of Illinois and the acceptance of the Articles and Plan of Consolidation for record by the Department of Assessments and Taxation of the State of Maryland.

The corporations party to these Articles and Plan of Consolidation have agreed that, notwithstanding the effective date as hereinabove established, the consolidation, if and when effective under the laws of the States of Maryland and Illinois, shall be effective for accounting purposes only as of the opening of business on October 1, 1961. Appropriate property, financial, accounting, statistical and other corporate records of Martin, A-M and the Corporation shall be adjusted or made, as the case may be, to reflect such effects of the consolidation as of October 1, 1961.

IN WITNESS WHEREOF, Martin and A-M, the parties to the consolidation, have caused these Articles and Plan of Consolidation to be signed in their respective corporate names and on their behalf by their respective President or Vice-President and their respective corporate seals to be hereunto affixed and attested by their respective Secretaries or Assistant-Secretaries, the day and year first above written.

[CORPORATE SEAL]

ATTEST: THE MARTIN COMPANY

W. L. LUCAS — WILLIAM B. BERGEN

Secretary — By ..... President

[CORPORATE SEAL]

ATTEST: AMERICAN-MARIETTA COMPANY

PAUL P. WEBER — E. G. DELCHER

Secretary — By ..... Vice-President

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

On this 9 day of Oct., 1961, before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared WILLIAM B. BERGEN who made oath in due form of law that he is the President of The Martin Company and acknowledged that he executed the foregoing Articles and Plan of Consolidation by due authority of said Corporation; at the same time also appeared W. L. LUCAS who made oath in due form of law that he was the Secretary of the meeting duly held by the stockholders of The Martin Company at which the consolidation set forth in the aforegoing Articles and Plan of Consolidation was approved, and that the matters and facts set forth in said Articles and Plan of Consolidation with respect to said authorization and approval are true.

[NOTARIAL SEAL] ELIZABETH LYNCH

Notary Public

STATE OF ILLINOIS, COUNTY OF COOK, TO WIT:

I HEREBY CERTIFY, that on this 9th day of October, 1961, before me the undersigned, a Notary Public of the State and County aforesaid, personally appeared E. G. DELCHER who made oath in due form of law that he is the Vice-President of American-Marietta Company and acknowledged that he executed the foregoing Articles and Plan of Consolidation by due authority of said Corporation; also personally appeared PAUL P. WEBER who made oath in due form of law that he is the Secretary of American-Marietta Company and that the matters and facts set forth in said Articles and Plan of Consolidation with respect to authorization and approval are true.

[NOTARIAL SEAL] ANN FOGARTY

Notary Public

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

THIS IS TO CERTIFY THAT the within instrument is a true copy of the

ARTICLES AND PLAN OF CONSOLIDATION
CONSOLIDATING
THE MARTIN COMPANY AND AMERICAN-MARIETTA COMPANY
TO FORM
MARTIN-MARIETTA CORPORATION

as approved and received for record by the State Department of Assessments and Taxation of Maryland, October 10, 1961, at 10:20 o'clock A. M.

AS WITNESS my hand and official seal of the said Department at Baltimore this 10th day of Oct., 1961.

Charles P. Bartgis

G

G	Application for Amended Certificate of Authority Filed April 13, 1993, changing the name of Martin Marietta Corporation to Martin Marietta Technologies, Inc. with the North Carolina Secretary of State. http://www.secretary.state.nc.us/corporations/searchresults.aspx?onlyactive=OFF&Words=STARTING&searchstr=martin%20marietta Retrieved from the North Carolina Secretary of State Website on June 26, 2012.	

93103 .24

0-0090857

FILED
9:00 AM
APR 13 1993
RUFUS L. EDMISTEN
SECRETARY OF STATE
NORTH CAROLINA

State of North Carolina
Department of the Secretary of State

93 103 C 024

APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY

Pursuant to §55-15-04 of the General Statutes of North Carolina, the undersigned corporation hereby applies for an Amended Certificate of Authority to transact business in the State of North Carolina and for that purpose submits the following statement.

1. The name of the corporation is: Martin Marietta Corporation
2. The name the corporation is currently using in the State of North Carolina is:
   same as above
3. The state or country of incorporation is: Maryland
4. The date the corporation was authorized to transact business in the State of North Carolina is:
   October 18, 1961
5. This application is filed for the following reason *(complete all applicable items)*:
   a. The corporation has changed its corporate name to:*
      Martin Marietta Technologies, Inc.
   b. The name the corporation will hereafter use in the State of North Carolina is changed to:
      same as 5a
   c. The corporation has changed its period of duration to: NA
   d. The corporation has changed the state or country of its incorporation to: NA
6. Attached is a certificate attesting to the change, duly authenticated by the secretary of state or other official having custody of corporate records in the state or country of incorporation.
7. If the corporation is required to use a fictitious name in order to transact business in this State, a copy of the resolution of its board of directors, certified by its secretary, adopting the fictitious name is attached.
8. This application will be effective upon filing, unless a date and/or time is specified: _____

This the 9th day of April, 1993

Martin Marietta Technologies, Inc.
Name of Corporation

Kathleen T. Sheehan
Signature

Kathleen T. Sheehan - Secretary
Type or Print Name and Title

NOTES:

1. Filing fee is $50. One executed original and one exact or conformed copy of this application must be filed with the Secretary of State.
* If the name of the corporation as changed is unavailable for use in North Carolina, indicate this fact and state the name the corporation wishes to use in North Carolina on 5b. (See NCGS §55-15-06)

(N. C. - 1059 - 7/1/90)

CORPORATIONS DIVISION 300 N. SALISBURY ST. RALEIGH, NC 27603-5909

H

H	Articles of Incorporation of Martin Marietta Materials, Inc. Filed with the Secretary of State, North Carolina on November 12, 1993.	

0-0333256

FILED
9:00 AM

NOV 12 1993

EFFECTIVE

RUFUS L. EDMISTEN
SECRETARY OF STATE
NORTH CAROLINA

93 316 0028

ARTICLES OF INCORPORATION
OF
MARTIN MARIETTA MATERIALS, INC.

The undersigned hereby submits these Articles of Incorporation for the purpose of forming a business corporation under the laws of the State of North Carolina:

1. The name of the corporation is Martin Marietta Materials, Inc. (hereinafter the "Corporation").

2. The number of shares the Corporation is authorized to issue is Two Thousand (2,000), divided into One Thousand (1,000) Common Shares and One Thousand (1,000) Preferred Shares, each with a par value of One Cent ($.01) per share.

The preferences, limitations and relative rights of each class and series of shares are as follows:

(a) Common Shares

The common shares shall be entitled to one vote per share and to all other rights of shareholders subject only to any rights granted to Preferred Shares under subparagraph (b) of this Article 2.

(b) Preferred Shares

The Preferred Shares may be issued in one or more series with such designations, preferences, limitations, and relative rights as the board of directors may determine from time to time in accordance with applicable law.

3. The address of the initial registered office of the Corporation in the State of North Carolina is 225 Hillsborough Street, Raleigh, Wake County, North Carolina 27603; and the name of its initial registered agent at such address is CT Corporation System.

4. The name and address of the incorporator are Russell M. Robinson, II, 1900 Independence Center, Charlotte, Mecklenburg County, North Carolina 28246.

C-177410

5. The number of directors constituting the initial board of directors shall be one (1); and the name and address of the person who is to serve as director until the first meeting of shareholders, or until his successor is elected and qualifies, is Frank H. Menaker, Jr., 6801 Rockledge Drive, Bethesda, Montgomery County, Maryland 20817.

6. To the fullest extent permitted by the North Carolina Business Corporation Act as it exists or may hereafter be amended, no person who is serving or who has served as a director of the Corporation shall be personally liable to the Corporation or any of its shareholders for monetary damages for breach of duty as a director. No amendment or repeal of this article, nor the adoption of any provision to these Articles of Incorporation inconsistent with this article, shall eliminate or reduce the protection granted herein with respect to any matter that occurred prior to such amendment, repeal or adoption.

7. The provisions of Article 9 of the North Carolina Business Corporation Act entitled "The North Carolina Shareholder Protection Act" and of Article 9A entitled "The North Carolina Control Share Acquisition Act" shall not be applicable to the Corporation.

8. (a) Upon completion of the organization of the Corporation, the Corporation will be wholly owned by Martin Marietta Investments, Inc. and Martin Marietta Technologies, Inc., corporations directly or indirectly owned and controlled by Martin Marietta Corporation. (As used herein, "Martin Marietta" includes Martin Marietta Corporation and any corporation (other than the Corporation or any of its subsidiaries) a majority of the capital stock of which is owned, directly or indirectly, by Martin Marietta Corporation, including Martin Marietta Investments, Inc. and Martin Marietta Technologies, Inc.) In anticipation that the Corporation and Martin Marietta may engage in the same or similar activities or lines of business and have an interest in the same areas of corporate opportunities, and in recognition of (i) the benefits to be derived by the Corporation through its continued contractual, corporate and business relations with Martin Marietta (including service of officers, directors and employees of Martin Marietta as directors of the Corporation) and (ii) the difficulties attendant to any director, who desires and endeavors fully to satisfy such director's fiduciary duties, in determining the full scope of such duties in any particular situation, the provisions of this Article 8 are set forth to regulate, define and guide the conduct of certain affairs of the Corporation as they may involve Martin Marietta and its officers, directors and employees, and the powers, rights, duties and liabilities of the Corporation and its officers, directors, employees and shareholders in connection therewith.

(b) Except as Martin Marietta may otherwise agree in writing, Martin Marietta shall have the right to (i) engage in the same or similar business activities or lines of business as the Corporation and (ii) do business with any client or customer of the Corporation, and Martin Marietta shall have no duty not to engage in such business activities or do business with such clients and customers. Neither Martin Marietta nor any officer, director or employee thereof (except as provided in subparagraph (c) of this Article 8) shall be liable to the Corporation or its shareholders for breach of any duty by reason of any such activities of Martin Marietta or of such person's participation therein. In the event that Martin Marietta acquires knowledge of a potential transaction or matter that may be a corporate opportunity for both Martin Marietta and the Corporation, Martin Marietta shall have no duty to communicate or present such corporate opportunity to the Corporation and shall not be liable to the Corporation or its shareholders for breach of any duty as a shareholder of the Corporation by reason of the fact that Martin Marietta pursues or acquires such corporate opportunity for itself, directs such corporate opportunity to another person or entity, or does not present such corporate opportunity to the Corporation.

(c) In the event that a director, officer or employee of the Corporation who is also a director, officer or employee of Martin Marietta acquires knowledge of a potential transaction or matter that may be a corporate opportunity for both the Corporation and Martin Marietta, such director or officer of the Corporation shall act in good faith in a manner consistent with the following policy:

(i) a corporate opportunity offered to any person who is an officer or employee (whether or not a director) of the Corporation and who is also a director but not an officer or employee of Martin Marietta shall belong to the Corporation, unless such opportunity is expressly offered to such person primarily in his or her capacity as a director of Martin Marietta, in which case such opportunity shall belong to Martin Marietta;

(ii) a corporate opportunity offered to any person who is a director but not an officer or employee of the Corporation and who is also an officer or employee (whether or not a director) of Martin Marietta shall belong to Martin Marietta, unless such opportunity is expressly offered to such person primarily in his or her capacity as a director of the Corporation, in which case such opportunity shall belong to the Corporation; and

(iii) a corporate opportunity offered to any other person who is either an officer or employee of both the Corporation and Martin Marietta or a director of both the Corporation and Martin Marietta shall belong to Martin Marietta or to the Corporation, as the case may be, if such opportunity is expressly offered to such person primarily in his or her capacity as an officer, employee or director of Martin Marietta or of the Corporation, respectively; otherwise, such opportunity shall belong to either Martin Marietta or the Corporation as a majority of the directors of the Corporation who are not officers or employees of either Martin Marietta or the Corporation or directors of Martin Marietta shall determine in their good faith judgment, taking into account all the facts and circumstances with respect to such opportunity.

(d) For the purposes of this Article 8, "corporate opportunities" shall not include any business opportunities that the Corporation is not financially able to undertake, or that are, from their nature, not in the line of the Corporation's business or are of no practical advantage to it or that are ones in which the Corporation has no interest or reasonable expectancy. In addition, "corporate opportunities" shall not include any transactions in which the Corporation or its subsidiaries are permitted to participate pursuant to any Services Agreement or any other agreement (which may be adopted, amended or repealed from time to time by the vote of a majority of the disinterested directors) between Martin Marietta and the Corporation (each such agreement is referred to herein as a "Services Agreement"), it being acknowledged that the rights of the Corporation under any such Services Agreement shall be deemed for all purposes to be contractual rights and shall not be corporate opportunities of the Corporation for any purpose; provided, however, that the absence of any such Services Agreement, or the absence of any provisions in a Services Agreement relating to any particular transactions or types of transactions, shall not support any inferences or implications or have any effect whatsoever on transactions not explicitly covered by a Services Agreement.

(e) Any person or entity purchasing or otherwise acquiring any interest in any shares of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Article 8.

(f) For purposes of this Article 8, the "Corporation" shall mean the Corporation and each corporation, partnership, joint venture, association and other entity in which the Corporation beneficially owns (directly or indirectly) fifty percent (50%) or more of the outstanding voting power of such entity.

9. (a) In anticipation that (i) the Corporation and Martin Marietta or its customers (or other persons acquiring products manufactured or distributed by Martin Marietta) may enter into contracts or otherwise transact business with each other and that the Corporation may derive benefits therefrom and (ii) the Corporation may from time to time enter into contractual, corporate or business relations with one or more of its directors, or one or more corporations, partnerships, associations or other organizations in which one or more of its directors have a financial interest (collectively "Related Entities"), the provisions of this Article 9 are set forth to regulate and guide certain contractual relations and other business relations of the Corporation as they may involve Martin Marietta or its customers (or other persons acquiring products manufactured or distributed by Martin Marietta), Related Entities and their respective officers and directors, and the powers, rights, duties and liabilities of the Corporation and its officers, directors and shareholders in connection therewith. The provisions of this Article 9 are in addition to, and not in limitation of, the provisions of the North Carolina Business Corporation Act and the other provisions of these Articles of Incorporation. Any contract or business relation that does not comply with procedures set forth in this Article 9 shall not by reason thereof be deemed void or voidable or result in any breach of any duty or the derivation of any improper personal benefit but shall be governed by the provisions of these Articles of Incorporation, the bylaws of the Corporation, the North Carolina Business Corporation Act and other applicable law.

(b) No contract, agreement, arrangement or transaction between the Corporation and Martin Marietta or any customer thereof (or other person acquiring products manufactured or distributed by Martin Marietta) or any Related Entity or between the Corporation and one or more of the directors or officers of the Corporation, Martin Marietta or any Related Entity shall be void or voidable solely for the reason that Martin Marietta or such customer (or other person), any Related Entity or any one or more of the officers or directors of the Corporation, Martin Marietta or any Related Entity are parties thereto, or solely because any such directors or officers are present at or participate in the meeting of the Board of Directors or committee thereof which authorizes the contract, agreement, arrangement or transaction or solely because his, her or their votes are counted for such purposes, if:

(i) the material facts as to the contract, agreement, arrangement or transaction are disclosed or are known to the Board of Directors or the committee thereof that authorizes the contract, agreement, arrangement or transaction, and the Board of Directors or such committee in good faith authorizes, approves or ratifies the contract, agreement, arrangement or transaction by the affirmative vote of a majority of the disinterested

directors on the Board of Directors or such committee, even though the disinterested directors be less than a quorum;

(ii) the material facts as to the contract, agreement, arrangement or transaction are disclosed or are known to the holders of the voting shares of the Corporation, and the contract, agreement, arrangement or transaction is specifically approved or ratified in good faith by vote of the holders of a majority of the then outstanding voting shares of the Corporation not owned by Martin Marietta or such Related Entity, as the case may be;

(iii) such contract, agreement, arrangement or transaction is effected pursuant to, or consistent with, terms and conditions specified in any arrangements, standards or guidelines that are in good faith authorized, approved or ratified, after disclosure or knowledge of the material facts related thereto, by the affirmative vote of a majority of the disinterested directors on the Board of Directors or a committee thereof, even though the disinterested directors be less than a quorum, or by vote of the holders of a majority of the then outstanding voting shares of the Corporation not owned by Martin Marietta or such Related Entity, as the case may be (such authorization, approval or ratification of such arrangements, standards or guidelines constituting or being deemed to constitute authorization, approval or ratification of such contract, agreement, arrangement or transaction; or

(iv) such contract, agreement, arrangement or transaction was fair to the Corporation.

In addition, each such contract, agreement, arrangement or transaction authorized, approved or effected, and each of such arrangements, standards or guidelines so authorized or approved, as described in (i), (ii) or (iii) above, shall be conclusively deemed to be fair to the Corporation and its shareholders; provided, however, that if such authorization or approval is not obtained, or such contract, agreement, arrangement or transaction is not so effected, no presumption shall arise that such contract, agreement, arrangement or transaction, or such arrangements, standards or guidelines, are not fair to the Corporation and its shareholders.

(c) Directors of the Corporation who are also directors or officers of Martin Marietta or any Related Entity may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee that authorizes, approves or

ratifies any such contract, agreement, arrangement or transaction or any such arrangements, guidelines or standards. Voting shares owned by Martin Marietta and any Related Entities may be counted in determining the presence of a quorum at a meeting of shareholders that authorizes, approves or ratifies any such contract, agreement, arrangement or transaction or any such arrangements, guidelines or standards.

(d) Martin Marietta shall not be liable to the Corporation or its shareholders for breach of any duty by reason of the fact that Martin Marietta in good faith takes any action or exercises any rights or gives or withholds any consent in connection with any agreement or contract between Martin Marietta and the Corporation. No vote cast or other action taken by any person who is an officer, director or other representative of Martin Marietta, which vote is cast or action is taken by such person in his or her capacity as a director of the Corporation, shall constitute an action of or the exercise of a right by or a consent of Martin Marietta for the purpose of any such agreement or contract.

(e) Any person or entity purchasing or otherwise acquiring any interest in any shares of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Article 9.

(f) For purposes of this Article 9, any contract, agreement, arrangement or transaction with any corporation, partnership, joint venture, association or other entity in which the Corporation beneficially owns (directly or indirectly) fifty percent (50%) or more of the outstanding voting power, or with any officer or director thereof, shall be deemed to be a contract, agreement, arrangement or transaction with the Corporation.

10. (a) Any purchase by the Corporation of shares of Voting Stock (as hereinafter defined) from an Interested Shareholder (as hereinafter defined) who has beneficially owned such securities for less than two years prior to the date of such purchase or any agreement in respect thereof, other than pursuant to an offer to the holders of all of the outstanding shares of the same class as those so purchased, at a per share price in excess of the Market Price (as hereinafter defined), at the time of such purchase, of the shares so purchased, shall require the affirmative vote of the holders of a majority of the voting power of the Voting Stock not beneficially owned by the Interested Shareholder, voting together as a single class.

(b) In addition to any affirmative vote required by law or the Articles of Incorporation:

(i) Any merger or consolidation of the Corporation or any Subsidiary (as hereinafter defined) with (i) any Interested Shareholder or (ii) any other corporation (whether or not itself an Interested Shareholder) which is, or after such merger or consolidation would be, an Affiliate (as hereinafter defined) of an Interested Shareholder;

(ii) Any sale, lease, exchange, mortgage, pledge, transfer, or other disposition (in one transaction or a series of transactions) to or with any Interested Shareholder or any Affiliate of any Interested Shareholder of any assets of the Corporation or any Subsidiary having an aggregate Fair Market Value (as hereinafter defined) of $10,000,000 or more;

(iii) The issuance or transfer by the Corporation or any Subsidiary (in one transaction or a series of transactions) of any equity securities (including any securities that are convertible into equity securities) of the Corporation or any Subsidiary having an aggregate Fair Market Value of $10,000,000 or more to any Interested Shareholder or any affiliate of any Interested Shareholder in exchange for cash, securities, or other property (or combination thereof);

(iv) The adoption of any plan or proposal for the liquidation or dissolution of the Corporation proposed by or on behalf of an Interested Shareholder or any Affiliate of any Interested Shareholder; or

(v) Any reclassification of securities (including any reverse stock split), or recapitalization of the Corporation, or any merger or consolidation of the Corporation with any of its Subsidiaries, or any other transaction (whether or not with or into or otherwise involving an Interested Shareholder) which has the effect, directly or indirectly, of increasing the proportionate share of the outstanding shares of any class of equity (including any securities that are convertible into equity securities) securities of the Corporation or any Subsidiary which is directly or indirectly owned by any Interested Shareholder or any Affiliate of any Interested Shareholder

shall require the affirmative vote of the holders of a majority of the voting power of the Voting Stock not beneficially owned by any Interested Shareholder, voting together as a single class;

provided, however, that no such vote shall be required for (A) the purchase by the Corporation of shares of Voting Stock from an Interested Shareholder unless such vote is required by Subparagraph (a) of this Article 10, (B) any transaction approved by a majority of the Disinterested Directors (as hereinafter defined), or (C) any transaction with an Interested Shareholder who has beneficially owned his shares of Voting Stock for two years or more.

(c) For the purpose of this Article 10:

(i) A "person" shall mean any individual, firm, corporation, partnership, or other entity.

(ii) "Voting Stock" shall mean all outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors and each reference to a proportion of shares of Voting Stock shall refer to such proportion of the votes entitled to be cast by such shares.

(iii) "Interested Shareholder" shall mean any person (other than Martin Marietta or any Subsidiary of Martin Marietta or the Corporation or any Subsidiary of the Corporation or any employee benefit plan maintained by Martin Marietta or any subsidiary of Martin Marietta or the Corporation or any Subsidiary of the Corporation) who or which:

(A) is the beneficial owner, directly or indirectly, of 5% or more of the outstanding Voting Stock;

(B) is an Affiliate of the Corporation and at any time within the two-year period immediately prior to the date as of which a determination is being made was the beneficial owner, directly or indirectly, of 5% or more of the outstanding Voting Stock; or

(C) is an assignee of or has otherwise succeeded to any shares of Voting Stock which were at any time within the two-year period immediately prior to the date as of which a determination is being made beneficially owned by any person described in subparagraphs (c)(iii)(A) or (B) of this Article 10 if such assignment or succession shall have occurred in the course of a transaction or series of transactions not involving a public offering within the meaning of the Securities Act of 1933.

(iv) A person shall be a "beneficial owner" of any Voting Stock:

(A) which such person or any of its Affiliates or Associates (as hereinafter defined) beneficially owns, directly or indirectly;

(B) which such person or any of its Affiliates or Associates has (a) the right to acquire (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement, or understanding, or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise, or (b) the right to vote pursuant to any agreement, arrangement, or understanding; or

(C) which are beneficially owned, directly or indirectly, by any other person with which such person or any of its Affiliates or Associates has any agreement, arrangement, or understanding for the purpose of acquiring, holding, voting, or disposing of any shares of Voting Stock.

(v) For the purposes of determining whether a person is an Interested Shareholder, the number of shares of Voting Stock deemed to be outstanding shall include shares deemed owned through application of subparagraph (c)(iv) of this Article 10, but shall not include any other shares of Voting Stock which may be issuable pursuant to any agreement, arrangement, or understanding, or upon exercise of conversion rights, warrants or options, or otherwise.

(vi) "Affiliate" and "Associate" shall have the respective meanings ascribed to such terms in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as in effect on November 1, 1993.

(vii) "Subsidiary" shall mean any corporation of which a majority of the shares thereof entitled to vote generally in the election of directors is owned, directly or indirectly, by the Corporation.

(viii) "Market Price" shall mean: the last closing sale price immediately preceding the time in question of a share of the stock in question on the Composite Tape for New York Stock Exchange -- Listed Stocks,

or if such stock is not quoted on the Composite Tape, on the New York Stock Exchange, Inc., or if such stock is not listed on such Exchange, on the principal United States securities exchange registered under the Securities Exchange Act of 1934 on which such stock is listed, or if such stock is not listed on any such exchange, the last closing bid quotation with respect to a share of such stock immediately preceding the time in question on the National Association of Securities Dealers, Inc. Automated Quotations System or any system then in use (or any other system of reporting or ascertaining quotations then available), or if such stock is not so quoted, the Fair Market Value at the time in question of a share of such stock as determined by the Board of Directors in good faith.

(ix) "Fair Market Value" shall mean:

(A) in the case of stock, the Market Price, and

(B) in the case of property other than cash or stock, the fair market value of such property on the date in question as determined by the Board of Directors in good faith.

(x) "Disinterested Director" shall mean any member of the Board of Directors of the Corporation who is not an affiliate or associate of an Interested Shareholder and was a member of the Board of Directors prior to the time that the Interested Shareholder became an Interested Shareholder, and any successor of a Disinterested Director who is not an affiliate or associate of an Interested Shareholder as is recommended to succeed a Disinterested Director by a majority of Disinterested Directors then on the Board of Directors.

(d) A majority of the Disinterested Directors shall have the power and duty to determine for the purposes of this Article 10, on the basis of information known to them after reasonable inquiry, whether a person is an Interested Shareholder or a transaction or series of transactions constitutes one of the transactions described in subparagraph (b) of this Article 10.

(e) Notwithstanding any other provisions of the Articles of Incorporation (and notwithstanding the fact that a lesser percentage may be specified by law, the Articles of Incorporation, or the Bylaws of the Corporation), the affirmative vote of at least 80% of the outstanding Voting Stock, voting together as a single

class, shall be required to amend, repeal, or adopt any provisions inconsistent with this Article 10.

11. This the 11th day of November 1993.

Russell M. Robinson, II
Incorporator